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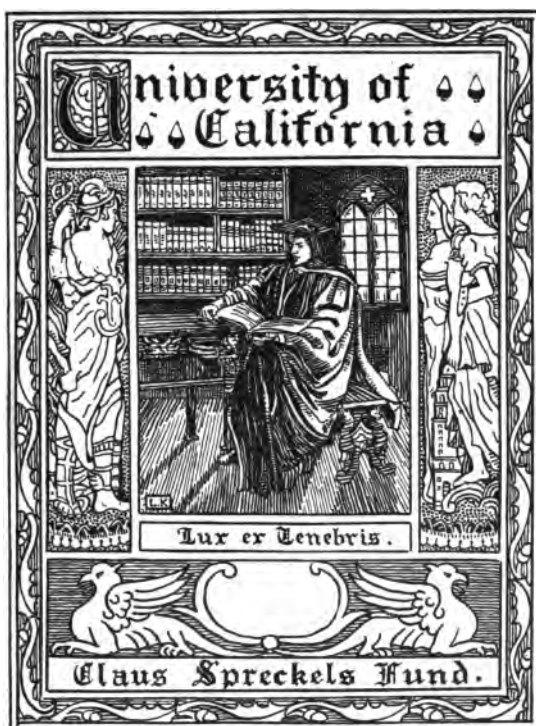
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# RAILWAY RATES

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HUNTER.







*In the Press and will shortly be Published, Price 7/6.*

PART II.

THE RAILWAY AND CANAL TRAFFIC ACT,  
1888.

BY W. A. HUNTER, LL.D., M.P.,  
OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

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This Part deals with the whole Act (except Section 24).

It will contain all the statutes, decided cases (both of Railway Commissions and Courts of Law), together with a *précis* of the most important American decisions on the following subjects :—

JURISDICTION OF THE RAILWAY COMMISSIONERS,  
UNDUE PREFERENCE,  
REASONABLE FACILITIES,  
THROUGH RATES,  
CANALS,  
RULES OF PROCEDURE, ETC., ETC.

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LONDON :

SWEET & MAXWELL, LIMITED,

3 CHANCERY LANE AND 8 BELL YARD.

MANCHESTER: MEREDITH, RAY, & LITTLER.

:

THE RAILWAY  
AND  
CANAL TRAFFIC ACT, 1888



**THE ABERDEEN UNIVERSITY PRESS :**

**JOHN THOMSON AND J. F. THOMSON, M.A.**

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**AND**  
**CANAL TRAFFIC ACT, 1888**

**BY**  
**W. A. HUNTER, LL.D., M.P.**  
OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW

**PART I.**  
**AN EXPOSITION OF SECTION TWENTY-FOUR OF THE ACT**

**A FULL ACCOUNT OF THE EXISTING LAW**  
**WITH RESPECT TO**  
**MAXIMUM RATES AND TERMINAL CHARGES**  
**AND THE**  
**NEW CLASSIFICATION OF GOODS AND REVISED SCHEDULES**  
**OF RATES**  
**OF**  
**TWENTY-FOUR PRINCIPAL RAILWAYS OF THE UNITED**  
**KINGDOM**

**London**  
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**1889**

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TO VINDI  
ABROGATA

## P R E F A C E.

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OWING to the delay that has occurred in the publication of the Rules of Procedure under the Railway and Canal Traffic Act I have decided to publish a treatise on the Act, in two parts. Part I. gives information with respect to the Classification of Goods and Revision of Maximum Rates, and is, in fact, a commentary on the 24th section of the Act. Part II. deals with the whole of the Act excepting section 24. It will be published shortly.

The object of Part I. is to put railway companies and traders in full possession of the existing law under the Companies' Special Acts, and to provide a convenient means of comparing the present with the proposed rates. The observations made by the Inter-State Commerce Commission of the United States on the principles of classification of goods and reasonableness of rates will be found useful.

In the first chapter a succinct outline of the history of railway legislation is attempted. The evidence extracted from the reports of the Select Committees of the House of Commons between 1838 and 1840 on the subject of terminal charges is new, and can hardly fail to prove interesting.

W. A. HUNTER.

2 BRICK COURT,  
TEMPLE, 28th February, 1889.



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## CHAPTER I.

### THE HISTORY OF RAILWAY LEGISLATION.

1823—1888.

IN every business where competition has free play the price of an article oscillates round a fixed point, which is usually named by economists the Cost of Production. By this phrase is meant not merely the costs out of pocket of the merchant or manufacturer, but also the remuneration for his skill and interest on his capital. At any given moment the market price may vary, even widely, from the cost of production: it may be above the point, when large profits may be made; it may be below the point, and, for a time, profits may disappear. But any departure from the normal point brings into operation forces that are calculated to check the irregularity.

The trade of a carrier is subject to the same rule. Where competition has full play freights have a constant tendency neither to exceed nor to fall below the cost of conveyance. Every ship-owner must receive enough to pay expenses and to leave a margin for himself sufficient to induce him to continue the business. If freights rise above this point more vessels are built, until the additional supply brings down freights to a normal level; if freights fall below this point the increase of vessels is stopped, and inferior vessels drop out of the trade, until the balance is again adjusted.

So far as railways are exposed to competition the ordinary rule holds; but it is in the nature of railways that competition cannot have full sway. In the United States, however, there was until lately a near approach to free competition between railway companies for the carrying trade. The results are sufficiently remarkable. During the last twenty years railway rates, like freights for shipping, have almost steadily fallen, and the loss to the companies has been made up by increased economy in transit and by an



increase of traffic. In 1868 the rate for wheat from Chicago to New York per quarter was 14s. 2½d.; in 1884 it was reduced to 4s. 4d. On the leading trunk lines rates fell on an average from 1·226 pence per ton per mile in 1868 to ·527 in 1883, a fall equal to 60 per cent. on their whole traffic.\* Meanwhile the increase of tonnage on the principal lines was enormous.† At the same time, by adopting larger and larger waggons, the dead weight to be hauled by the engines was diminished and the paying load increased. While English railways continue to use 10-ton trucks, the Americans now employ 20 to 30-ton trucks.

This is the bright side of the picture. The power of multiplying railways without restriction brought evils in its train. The traffic on a railway must of necessity be, wholly or largely, a monopoly,‡ and the experience of American railways has demon-

\* Average charge per ton per mile for all goods on the leading trunk railways of the United States :—

RAILWAY.	1868.	1873.	1883.
New York Central.....	1·371	·786	·45
Pennsylvania.....	·958	·707	·49
New York, Lake Erie, and Western.....	·905	·727	·39
Boston and Albany.....	1·405	·979	·59
Philadelphia and Erie.....	·804	·567	·31
Lake Shore and Michigan Southern.....	1·668	·667	·36
Michigan Central.....	1·22	·945	·41
Chicago, Burlington, and Quincy.....	1·624	·96	...
Chicago and North-Western.....	1·584	1·175	·71
Chicago, Milwaukee, and St. Paul.....	...	1·25	·69
St. Louis, Iron Mountain, and Southern.....	...	...	·78
Chicago, Rock Island, and Pacific.....	...	1·14	·58
Illinois Central.....	...	1·1	·71
Chicago and Alton.....	...	...	·56
Pittsburgh, Fort Wayne, and Chicago.....	...	·7	·39
Average of whole.....	1·226	·9	·527

† The New York Central in 1868 carried 1,846,599; in 1883 it carried 10,892,440 tons. In the same period the traffic on the New York, Lake Erie, and Western increased from 3,908,243 to 13,610,623 tons; and the Pennsylvania from 4,722,015 to 21,674,160 tons per annum.

‡ When examined as a witness before the Select Committee of the House of Commons in 1840, Mr. Robert Stephenson was questioned as to the effect of competition in lowering rates and fares. He replied: "I have had so many cases of that kind brought before me that I have come to the conclusion that *wherever combination is practicable, competition is impracticable*. Therefore, I say, let the Government be as stringent as they like with existing companies, but never excite competition; because, by exciting competition, you increase the capital invested for the same convenience which would be otherwise obtained with less capital."

strated that, notwithstanding the undoubted benefits railway competition has conferred upon American trade, yet it has carried with it consequences injurious alike to shareholders and the public. To the railway shareholder the evils of competition were brought home when he saw his dividends disappear and his shares sink to zero by a war of rates. The trader also suffered through preferential rates. "Discrimination as between shippers under like conditions," says the chief of the Bureau of Statistics at Washington in his report for 1885, "became the rule, and rate-making, in almost all cases, a mere matter of contrivance as between individual shippers in all parts of the country and an army of irresponsible soliciting freight agents. The general freight agents also made special secret contracts with the larger shippers as to the rates which they should pay, and even for months in advance. No shipper knew on one day what rates would prevail on the next, nor had he any idea what his competitors in trade were paying for transportation services. Thus the whole matter of freight charges became involved in incertitude. Falsehood and deception were the rule, and fair dealing the exception. This state of affairs was utterly demoralising to trade. . . . Glaring discriminations were also made as between different localities and trade centres."

The mischiefs of competition led to a double movement of self-protection. On the one hand, railway managers sought to avoid the disastrous "wars of rates" by "pools". A pool is an arrangement by which several railway companies, competitors with each other, agree to share the total receipts from traffic in definite proportions, regardless of the quantity of traffic they may actually carry. On the other hand, traders sought protection from preferential rates and occasional exorbitance of charges by the establishment of Railway Commissions. At first the movement was confined to a few of the States; but as each State had jurisdiction only over the railways within its territorial limits, it took a wider sweep, and finally, in 1886, the Inter-State Commerce Act established a Railway Commission to exercise jurisdiction where traffic passed through more than one State. That Commission has followed the English law with considerable closeness on the subject of preferential rates; but the American Act goes further even than the Traffic Act of 1888, in prohibiting "pools," and in giving the Commissioners powers to forbid "unreasonable" as well as "preferential" rates.

The American system may be described as "competition tempered by State regulation"; the British system is "State regula-

tion tempered by competition". In the United States almost anyone who could find money could build a railroad, where and as he pleased. In Great Britain, from the first, railway concessions have been granted only after full consideration by Parliament. The "Equality" clauses of the earlier Railway Acts and the Railway Traffic Act of 1854 have effectually prevented the growth of the vast system of preferential rates that has at last roused the Legislature of the United States to activity. Competitive railways have frequently been sanctioned by Parliamentary Committees, but not to anything like the extent that has prevailed in America. While we have thus gained something, we have also lost something. In particular, the rates on British railways have not fallen to any appreciable extent. In 1844 Parliament insisted that at least one train a day should be run at a fare of one penny per mile for passengers. In 1889 a penny is still the standard fare for a third class passenger. While it is impossible to make an exact comparison between the rates for goods on British railways in 1868 and 1888, such as American statistics supply, it is certain that on the whole no material reduction has taken place. Competition, sometimes keen competition, exists between railway companies, but it does not lead to the reduction of rates and fares. The leading railways are few in number, and they have been able to avoid "wars of rates" by agreement among themselves. In this way rates and fares are stereotyped, and the competition among the railways is confined to affording greater facilities and accommodation. The third class passenger in 1889 pays as much as his prototype in 1845, but instead of being limited to one train a day, he can travel by nearly every train. He is carried often at a speed exceeding 40 miles an hour; he has usually ample accommodation, and he rides in a superior carriage. These advantages undoubtedly he has gained, but there has been no cheapening of fares. He must pay his penny as he had to do forty years ago. In the case of goods traffic, competition has also encouraged speed, but it has led to some practices that are bad for the railway shareholder, and of doubtful utility to the trader. It has made the companies lax in claiming demurrage and warehousing goods in railway trucks—the most expensive warehouse in the world. It has given rise to an army of touts or agents, whose services are of no value to the trading community; and, in other ways, it has led to a costly and unprofitable mode of conducting traffic.

## ENGLISH RAILWAY LAW A DEVELOPMENT OF THE COMMON LAW.

The whole system of English railway law is but a development of the old common law applicable to the trade of carriers. A public or common carrier was placed by the common law under the following obligations :

(1) Every carrier was bound to receive and carry the goods of any person offering to pay his hire, if his conveyance was not already full, and if the goods were such as he held himself out to carry.

(2) He must carry for a reasonable charge, but he was not bound to charge his customers alike.

(3) He was, in the absence of any agreement limiting his liability, and excepting "the act of God and the king's enemies," an insurer of the goods entrusted to him.

The law upon the subject is thus stated by Mr. Justice (afterwards Lord) Blackburn in the leading case of *G. W. R. Co. v. Sutton*, 1869, in the House of Lords :

"At common law a person holding himself out as a common carrier of goods was not under any obligation to treat all customers equally.\* The obligation which the common law imposed upon him was to accept and carry all goods delivered to him for carriage according to his profession (unless he had some reasonable excuse for not doing so) on being paid a *reasonable* compensation for so doing ; and if the carrier refused to accept such goods, an action lay against him for so refusing ; and if the customer, in order to induce the carrier to perform his duty, paid, under protest, a larger sum than was reasonable, he might recover back the surplus beyond what the carrier was entitled to receive, in an action for money had and received as being money extorted from him.

"But the fact that the carrier charged others less, though it was evidence to show that the charge was unreasonable, was no more than evidence tending that way. There was nothing in the common law to hinder a carrier from carrying for favoured individuals at an unreasonably low rate, or even gratis. All that the law required was, that he should not charge any more than was reasonable."

The obligation to charge only a reasonable sum is the basis, as will hereafter be seen, upon which the system of Maximum Rates was built up. The obligation to accept goods and carry them,

\* "The hire charged must be no more than a reasonable remuneration to the carrier, and, consequently, not more to one (though a rival carrier) than to another for the same service."—*Smith's Leading Cases*, 4th ed., p. 174. This passage is undoubtedly inaccurately expressed.—Per Willes, J. (*Baxendale v. Eastern Counties R. Co.*, 1858).

according to their profession, has been expanded by legislation into the duty of railway carriers to afford Reasonable Facilities according to their powers. Inequality was not in itself a violation of a carrier's duty, but only evidence of the violation; but from this root has sprung the law of Undue Preference. These three topics form the leading branches of the law administered by the Railway Commission.

It will be convenient to commence with the first mentioned, and to describe the events that led up to the system of Maximum Rates, as a protection to the public against excessive charges.

### THE HISTORY OF MAXIMUM RATES.

From 1801 to 1823 numerous tramways were authorised by Parliament. A tramway differed from an ordinary road in respect only that a smooth rail was provided for the wheels of the waggons, by which a horse was enabled to haul a heavier load. The first Tramway Act, in 1801, authorised the construction of a tramway between Wandsworth and Croydon, and it is interesting as a model that was afterwards followed when locomotives were introduced. It provided maximum rates for the use of the tramway, with horses, cattle, or carriage, not exceeding, per ton per mile, as follows:

“Dung, 2d.

“Limestone, chalk, lime, and all other manures (except dung), clay, breeze, ashes, sand, and brick, 3d.

“Tin, copper, lead, iron, stone, flints, coal, coke, charcoal, culm, fuller's earth, corn, seeds, flour, malt, potatoes, 4d.

“All other goods, wares, merchandise, and things whatsoever, 6d.”

The Stockton and Darlington Railway was authorised in the first instance as a tramway in 1821, and its Act followed the model of other Tramways Acts; in 1823 locomotive power was authorised. The 6 Geo. IV., cap. xxxiii., authorised the company “to make and erect such and so many loco-motive or moveable engines” as they thought fit, to facilitate the conveyance of goods and passengers. It authorised the company to demand tolls, not exceeding 6d. per mile—

“For every coach, chariot, chaise, car, gig, landau, waggon, cart, or other carriage which shall be drawn or used on the said railways or tramroads for the conveyance of passengers or small packages or parcels”.

This Act is interesting as throwing light on the anticipations of the first railway promoters in England. It was supposed that

every coach proprietor or private gentleman or common carrier would run his own vehicles on the railway. At that time the rails were flanged and the wheels smooth, so that there was nothing to prevent the wheels of an ordinary carriage running on the rails. The flanged wheel on the smooth rail was a later idea, one almost as fruitful in its results as the locomotive engine.

Up to this point there was nothing in the experience of tramway companies to indicate the approach of a revolution in the carrying trade of the country. A tramway, like a road, was useful to every carrier, and its owners merely collected tolls for the use of their metals, as a road trust collected tolls for the use of a turnpike. But when locomotive power and flanged wheels were introduced, it became obvious that a great change in the carrying trade of the country must follow. Nevertheless, it was supposed that the business would be undertaken by the great firms of carriers, such as Pickfords and Chaplins, who would adapt their business to the circumstances of the railways, as they had previously done when canals were first made. It was supposed they would find locomotives and waggons, just as they had found boats and horses on the canals.

These anticipations were never realised. The speed of the locomotive at once established the superiority of railways for the conveyance of passengers. The railway companies extinguished the proprietors of coaches before they came into serious competition with the carriers of goods. The mail-coach could not compete with the train. But it took time to supersede even the stage-coaches. Thus we find that fourteen years after the Stockton and Darlington Railway was authorised, in December, 1837, only four railways were employed by the Post Office in the transmission of mails: the Dublin and Kingston in Ireland, the Greenwich Railway to London, and the Liverpool and Manchester and Grand Junction from Warrington to Birmingham. The London and Birmingham (the first part of the great system afterwards known as the London and North-Western) was opened in 1838 for passenger traffic, but the promoters of the company made little provision for the carriage of goods.

As it was the "passenger" and the "coach parcel" that paid the railway companies, so it was their requirements that determined the character of railway management. The primary requisite was safety. The locomotive was long regarded with dread and suspicion. The necessity of precautions to prevent collisions

and secure the safety of travellers was the dominating consideration. The admission of private carriers of goods using their own waggons and locomotives, and running their trains at such times as suited themselves, was an impossibility from the first. The idea that undoubtedly influenced the Legislature in the earliest Railway Acts, that railway companies should only be toll-takers, like road trustees or canal companies, leaving the carrying of passengers and goods in the hands of traders, remained an idea destined never to be realised. It was found impossible to induce the coach proprietors to find the capital for locomotive engines and run passenger trains on the railways. Mr. Moss, the chairman of the Grand Junction (from Warrington to Birmingham), gave evidence before a Select Committee of the House of Commons, in 1838, to the following effect :

"Q. 574. Is the Committee to understand that the desire of the Grand Junction directors is to be relieved as much as they can be of the details of management?—Certainly.

"Q. 575. And that you would be very desirous to find persons to become carriers?—To find us the power and everything. It is the unanimous policy of the Board to endeavour to get persons to do that."

But even if private carriers had been willing to embark in the costly business of providing carriages and locomotives, they would have been effectually deterred by the exorbitant tolls which Parliament had authorised for the use of the railway only. Mr. Hardman Earle, a director of the Liverpool and Manchester as well as the Grand Junction Railway Companies, gave evidence before the same Select Committee :

"Q. 830. It has been stated that your profits upon the road were as toll-collectors, not as carriers?—We charge less than our maximum, and if we were to put to our carrying account the full toll, our toll account would be a good one and our carrying account a bad one."\*

The consequence was that from the very beginning of railways the locomotive power, with insignificant exceptions, was provided solely by the companies owning the railways. The Bolton and

\* In 1837, before a Select Committee, Mr. W. Chaplin, a coach proprietor, stated that the average fare charged on coaches before the introduction of railways was 2½d. per mile outside and from 4½d. to 5d. inside. The average fare charged by railways was 2d. per mile, but as a rule this was less than their toll for the use of the railway alone; and even when maximum rates were inserted they usually were 3½d. per mile, a sum far in excess of the actual charge. Competition, therefore, with the railway companies in carrying passengers was out of the question.

Leigh Railway was leased to a carrier who had four or five locomotives on the railway; on the Grand Junction Railway three or four coal-owners had each a private locomotive; but beyond these, the reports of the Special Committees from 1838 to 1846 do not indicate many exceptions. The companies professed their willingness to continue as toll-takers merely, but under the conditions offered by them it was hopeless to expect any independent persons to undertake to find locomotives or carriages for the passenger traffic. It was in the nature of the case that each railway company should have a practical monopoly of the traffic on its line both for passengers and goods. In 1839 the monopoly of passenger traffic was complete.

Within ten years of the first opening of a railway, alarm was created in the public mind, and so early as 1837 a Committee of the House of Commons was appointed to consider the outlook. That Committee reported in 1838 as follows: "The companies have it in their power practically to prevent the due transmission of the correspondence of the country by means of the Post Office, as well as to impose upon the public whatever terms they think fit for its conveyance".

A Select Committee of the House of Commons made several reports in 1839, and again they called attention to "the difficulties that must arise from an extended inter-communication throughout the country solely maintained by companies acting for their private interests, unchecked by competition and uncontrolled by authority".

#### RAILWAY COMPANIES AND THE CARRIERS.

Prior to the introduction of locomotives the carrying trade of the country was carried on, as to passengers by coaches, and as to goods by carts and canals. The coaches were soon beaten out of the field; the superior speed and comfort of the railways took away their business. But for some time the fate of the carriers hung in the balance. Great firms of carriers had been established, having agencies and warehouses in the large towns, and carrying on an extensive business chiefly by the canals. It was by no means clear, in the infancy of railways, that the carriers might not to a large extent be able to hold their own, at least for heavy goods, although the marked superiority of railways enabled them to appropriate the traffic in "coach parcels" from the start.



The carrier had one advantage not possessed by the coach proprietor. When passengers are taken to a station they require no more assistance from the railway companies; but goods are more troublesome, they need to be unloaded and carted to their destination. Here, then, was work for the carriers at the termini, and it still remains a problem why this obvious solution of conflicting interests was not universally adopted. It had much to recommend it. It would have confined railway companies to their proper business of railway carriers, and it would have left the carting and terminal work at the stations to the free action of competition. This arrangement prevails universally among the railways of the United States. The railway companies carry from station to station, but they do not undertake the carting of goods. Their responsibility begins when the goods are loaded, and ends when they are unloaded, or delivered to another company. The trader employs his own carter to take the goods to or from the station. The evil of monopoly is thus restricted within the narrowest bounds, and the railway companies have never been allowed to use their position as railway carriers to destroy the business of the carriers by road in the towns that they serve.\* In Great Britain the railway companies have in all the most important towns secured a monopoly of the traffic as carriers by road as well as by rail. With respect, however, to a large branch of traffic—articles included in the mineral class—the railway companies have always been content to act as carriers by railway only, and do not attempt either to collect or deliver, nor, as a rule, to load or unload. Our railway companies have developed, speaking of the immense majority, in mileage and importance, into great general carriers, using their own lines as far as possible, but undertaking to collect and deliver goods far beyond the limits of those lines. Whether the gain to the public in con-

\* The traffic in light goods requiring rapid transit has fallen into the hands of the parcels express companies. No feature in the American railway system gives such universal satisfaction. It is found more profitable by the railway companies to leave this branch of business entirely in the hands of the express companies. Only recently the Erie Railway Company gave up their attempt to do "express" business, and contracted with one of the companies to take over their stock at a fair valuation and pay 40 per cent. of the gross earnings. This figure compares favourably with the sum of 55 per cent. paid by the British Post Office to the railways in this country. This sum has been found so high that the Post Office has ceased in certain cases to send parcels by the railways, and has reverted to the old coaches and the road. The Postmaster-General stated in the House of Commons that by this means the Post Office had saved £1500 a year in the parcel traffic between London and Brighton.

venience is outweighed by other considerations it would be fruitless now to inquire.

The subject engaged the closest consideration of Select Committees of the House of Commons in 1839 and 1840, and the evidence collected by these Committees is most valuable as throwing light on the early relations of the carriers and the railway companies. Two influences were at work preventing such a settlement as was arrived at in the United States. In the first place, many railway companies succeeded at the start in getting power to act as general carriers as well as carriers on their own lines. In the second place, the carriers were not favourable to a compromise after the American system. They wanted more, and they got less. They desired not merely to confine the railway companies to their proper work as carriers on their own lines, but to prevent them dealing at first hand with the public. The carriers wished for a continuance of the old system, in which they were alone answerable to their customers for loss or damage, and they tried to keep the railway companies as nothing more than sub-carriers responsible only to them, and having directly no contact with the customer. Such a view was not likely to commend itself either to the directors or shareholders of the railway companies; they entertained the not unnatural fear that under this arrangement, after they had borne the brunt and heat of the day in introducing at their own risk a vastly improved machinery for the conveyance of goods, the carriers would interpose between them and the public, and secure a large share of the profits that might legitimately find their way into the railway exchequer.

In 1839 three systems were on trial.

1. The system adopted by the London and North-Western. The company did not collect and deliver goods; it did not deal, as a rule, with the public, but only with the carriers.

This system also prevailed on the North Union (from Preston to Warrington). The Bolton and Leigh Railway was leased to a carrier, who also ran his locomotives on the North Union, but this does not seem to be in point.

2. The system pursued on the Grand Junction (from Birmingham to Warrington). The Grand Junction acted as general carriers, but also dealt with other carriers on their line.

3. The system of the Liverpool and Manchester Railway, the company being the sole carriers, providing for collection and delivery, and allowing no general carriers on their line.

This system was in vogue on—  
The Newcastle and Carlisle ;  
The Leeds and Selby ;  
The Great Western (then in its infancy) ;  
The Manchester, Bolton, and Bury ;  
The Stockton and Darlington.

The Select Committee of 1839 heard much evidence on the comparative merits of these systems, and declined to express any opinion until further experience was obtained. The Committee of 1840, however, arrived at a decided opinion. They declared against the views of the carriers, and held that railway companies should not be prohibited from collecting and delivering goods at the termini.

Keeping in view the fact that the London and North-Western was just opened, that its stations were unfinished, and that it was hardly in a position to undertake the work of the carriers, it will be seen that the system, which eventually prevailed, had established itself so firmly and so extensively that even a stronger case than the carriers set up would have been powerless to destroy it. But although the example of the London and North-Western was exceptional even in 1839, it will nevertheless repay a careful scrutiny as a phase in the struggle between the great firms of carriers and the railway companies. The history of this conflict is the history of the relations between

#### PICKFORD & CO. AND THE L. AND N. W. R. CO.

Pickford & Co. did a large carrying trade between London and Birmingham prior to the opening of the railway, collecting the goods at either end, transmitting them by canal, and delivering them at the other. The London and North-Western (to use the name by which it was afterwards to be known) opened the London end of the line in the beginning of 1838. That year happened to be a dry year, and in the month of July, Pickford & Co., being apprehensive that there might be a failure in the supply of water to the Grand Junction Canal, applied to the railway company and asked them to erect a station at Wolverton for their temporary accommodation. "We agreed," said the chairman, George C. Glyn, to the Select Committee in 1839,—“we agreed to let them on our line and to erect the buildings they required.” Immediately this was known, two other firms of carriers, Golby, of Banbury, and

Bache & Co., applied for similar accommodation. What followed is thus described by the chairman in his evidence: "We issued a circular, about the first week in January [1839], stating that as soon as the works at Birmingham and at the London station were finished, every carrier would be allowed to come upon the line, and that has already commenced". In answer to those carriers who complained that a preference had been given to the three firms, the chairman said his object was "to place every carrier who will send us a waggon-load of goods on the same footing". (It may be observed that the minimum waggon-load required was  $2\frac{1}{2}$  tons.) He added: "We had not accommodation enough, either from the buildings then erected or from locomotive power, to allow more waggons to come upon the road".

It is interesting to observe that the station accommodation for the carriers was to be provided by the railway company. We know from the evidence given by Mr. Boothby, a director of the London and North-Western, what the arrangement was. "The company," he said, "have undertaken to build such accommodation and to furnish such warehouses as they [*i.e.*, Pickford & Co.] may require for carrying on their business." Mr. Baxendale, originally a member of the firm of Pickford & Co., who became manager of the London and North-Western on its opening, was a strong advocate of the carriers' cause, and in *Qq.* 2398 *et seq.* he thus extols the system he had introduced. The railway company, he said, "finds the railway, the locomotive power, analogous to horse power upon canals, and also the waggons, thus enabling the public to have the utmost possible competition; and, by-the-by, they not only find the railroad, the locomotive power, and the waggons, but *they also find the stations or warehouses* wherein to transact the business, so that it is not possible for a more liberal system to be adopted, and a system that allows the small traders to compete, than the system of the London and Birmingham [now L. and N. W.]." *Q.* 2511. Mr. Baxendale again emphatically stated his view as to the share of the common work borne by the railway. "The railway companies ought to find the locomotive power and the waggons *and the stations.*" "The goods are always stored in the company's warehouses at each end of the line."

Nor is the London and North-Western Company singular in the view that a railway company's business is to provide stations for the carriers. The Grand Junction Company, although it acted as a carrier on its own account, also admitted general carriers on

the system favoured by the London and North-Western. Mr. J. R. Chorley, treasurer of that company, in his evidence before the Select Committee of 1840, thus stated his view as to the work to be done respectively by the railway company and the carrier: "The company have nothing to do with the invoicing or loading, unloading, or delivery; they supply station-room, crange, wag-gons, and locomotive power".

At the time this evidence was given, the heavy cost of stations had been learned by bitter experience. Mr. Glyn, chairman of the London and North-Western, said that the estimate for the line was  $2\frac{3}{4}$  millions (it actually cost  $5\frac{1}{2}$  millions), and that the excess upon the estimate for stations was "fearful". The London terminus of the Southampton Railway alone cost more than had been allowed in the estimates for all the stations on the line.\*

Considerable misapprehension has existed as to the exact nature of the relations between the London and North-Western Company and other companies that followed their system, on the one hand, and the carriers on the other. But no misapprehension whatever existed at the time the system was in operation. The fact is, that both Pickford & Co. and the London and North-Western Company were common carriers, but the railway company was a common carrier on the railway only. Pickford & Co. received goods at their warehouse in London and undertook to deliver them to the consignee at Birmingham. So far as the consignor and the consignee were concerned, they looked only to Pickford & Co. as solely responsible to them for loss or damage. They had no claim against the railway company. But as between Pickford & Co. and the railway company the latter were common carriers as to the railway portion of the journey, and if the goods were lost or damaged in transit on the railway, Pickford & Co. had their remedy against

\* It thus appears that in 1839 and 1840 the view put before Parliament as to the duties of the railway companies and the carriers under the system that prevailed on the London and North-Western was, that it was the business or duty of the railway company to provide station accommodation, and not the duty or business of the carrier. This has an important bearing on the meaning of the latter phrase, which was introduced for the first time into an Act of Parliament, as part of the definition of terminal charges, by the London and North-Western Company in 1846. These facts were not before the Divisional Court in the case of *Hall v. L. B. and S. C. R. Co.*, 1884-5 (see Chapter II., "Maximum Rates"); the evidence upon which the decision was based was that Pickford & Co. built the goods station and warehouse, and sold them afterwards to the L. and N. W. R.

the railway company. The practice was clearly stated by the manager of the railway (Second Report of Select Committee, 1839, Q. 2539): "We are responsible for the goods carried on the line, so far as the carriage is concerned, to the carrier, and he to the public". Mr. Tibbetts, agent for Pickford & Co., in his evidence before the Select Committee of 1840, stated that the London and Birmingham (now L. and N. W. R.) introduced a clause in their bill limiting their liability as carriers: "The company not to be liable for any loss or damage except from omission or negligence". The carriers objected to this clause, and it was struck out, because the carriers were liable to the public, and the railway company ought to be liable to them.

The London and North-Western Company, in 1839, expressly admitted that they were common carriers on the railway, and, in particular, were most anxious to show that they had duly performed the characteristic obligations of a common carrier. They were ready, they declared, so far as their accommodation allowed, to place every carrier, and not merely every carrier, but every trader, who sent a waggon-load of goods, on an equal footing. They did not profess to carry anything under a waggon-load. And so of other railway companies. Before the Committees of 1839 and 1840, whether they collected or delivered goods off their line or not, one and all stated that on their railways they were subject to the same obligations as carriers in general.

#### TYPES OF TOLL AND MAXIMUM RATE CLAUSES.

Railway legislation between 1823 and the present time supplies us with three leading types of tolls and rates prevailing at different periods.

1823-1839.—During this period about four-fifths of the special Acts were framed, so far as the carriage of goods was concerned, on the same model. No maximum rates were fixed for goods, and the railway companies stood even in a more favourable position than common carriers. The tolls for the use of the railway were limited, but they were very high, generally so as to exceed what the traffic could bear. Besides exacting the maximum toll for the use of the railway, the companies were empowered to add a reasonable charge for waggons and locomotive power. Two examples of this species of legislation may be quoted.

The original Brighton line, from the London and Croydon

Railway to Brighton, passed in 1837. By sect. 198 of 7 Will. IV., and 1 Vict., cap. cxcix., it was provided that the company might employ locomotive engines "to convey upon the said railway . . . all such passengers, cattle and other animals, goods, wares and merchandise, articles, matters and things . . . and to make such reasonable charges per mile for such conveyance as they may from time to time determine upon, in addition to the several rates and tolls by this Act authorised to be taken," but limiting the charge for passengers to 3½d. per mile.

The South-Eastern Railway from Croydon to Dover obtained its Act in 1836, and is still, on this portion of its system, governed by that Act. It authorises tolls of 1d., 2d., and 3d. per mile for the several classes of goods; and it empowers the company to demand "such sums of money for the use of engines" "as the said company shall think proper"; and if it supplies carriages, "to make such reasonable charge for such conveyance as they may from time to time determine upon, in addition to the several rates or tolls by this Act authorised to be taken".

From 1825 to 1840 the insertion of maximum rates for passengers, although not for goods, was frequent, but not universal. About one-third of the Acts during this period fixed such maxima.

1840-1844. *Transition Period.*—The rapid extension of the railway system, and the absorption of the carrying trade of the country by the great companies, excited profound alarm, and led to the appointment of the Select Committee of 1839. The report of that Committee recommended the establishment of a Board of Supervision, to be annexed to the Board of Trade, and that "all complaints on the part of the public, arising from the powers exercised by these companies, should be addressed to this Board . . . and if the representations made by the Board to the companies were disregarded, the Board should be empowered to take legal proceedings at the public expense". This proposal, however, omitted an important element in the case—the defective state of the law. In the following year another Select Committee took much evidence, and it was in consequence of their report that a change took place in the frame of the toll clauses of Railway Acts. The Third Report stated that "the investigation of this subject demonstrates beyond all doubt that Parliament was anxious to prevent railway companies from obtaining an exclusive control over the conveyance of passengers and goods along their respective

lines,” but “powers were conceded to the companies which counteracted and rendered of no avail the evident purposes of the Legislature”.

The committee reported that the most obvious method of securing the public against unreasonable exactions would be to limit by law the charge for locomotive power, but they shrank from making any unqualified recommendation, as they had not “sufficient information to justify them in pronouncing an opinion applicable to all the railways throughout the country”. This committee also reported in favour of permitting the railway companies to collect and deliver goods, at the same time that they felt the necessity of protecting the public against exorbitant charges. They expressed their view that this object would best be obtained by introducing maximum rates for the carriage of goods as well as passengers, as had been done in an early Act, the Liverpool and Manchester Railway Act of 1826. But they expressed that opinion with hesitation. “They felt that until further information shall have been obtained through the intervention of the proposed superintendence, Parliament cannot be in a situation to form a correct opinion upon this difficult and important subject.”\*

Although the opinion that a maximum should be fixed for locomotive power was expressed with so much hesitation, it nevertheless took immediate effect. During the next four years only six Acts were passed after the earlier model that prevailed from 1823, and 31 Acts contained provisions limiting the charges for waggons and locomotive power. This transition period is therefore characterised by the prevalence of separate maximum tolls for use of railway, for waggons, and for locomotive power. Not a single Act between 1838 and 1844 had a maximum rate for goods.

\* There is no doubt that the committee were not aware of the extent to which Parliament had gone, prior to 1840, in fixing maxima for waggons and locomotive power. About one-fifth of the special Acts passed between 1827 and 1838 limited the tolls that could be exacted for locomotive power and waggons as well as for the use of the railway. The same committee fell into a worse error with respect to maximum rate clauses. They were under the impression that only the Liverpool and Manchester Railway of 1826 was subject to maximum rates for goods; but besides that there were others:—Limerick and Carrick, 1826; Newcastle and Carlisle, 1829; Leeds and Selby, 1830; St. Helens and Runcorn, 1830; Dublin and Kingston, 1831; Exeter and Crediton, 1832; Cupar-Angus, 1835; Taff Vale, 1836; London Grand Junction, 1836; Sheffield and Rotherham, 1836; Edinburgh and Glasgow, 1838; and there may be others I have overlooked.



[1845-1889.—The years 1845 and 1846 witnessed a complete change in the forms of the special Acts. In 1844 four railway companies obtained Acts leaving them free to charge what they pleased as carriers of goods, subject only to the charge for waggons and locomotive power being reasonable, but no example of such clauses is to be found in 1845 or in the following years. In 1845 the maximum rate clause for goods became almost universal. The first Act imposing maximum rates was that which incorporated the Liverpool and Manchester Railway Company (1826), a line that from the beginning, unlike most other railways, was intended rather for goods than for passengers. It is the 7 Geo. IV., cap. xlix. Sect. 138 provides as follows: "It shall be lawful for the said company, and they are hereby authorised and required to carry and convey . . . all such goods, wares and merchandise, articles, matters, and things as shall be offered to them for that purpose, and to ask, demand, receive, and recover for such carriage and conveyance . . . for the whole length or distance, including the several rates hereinbefore authorised to be charged and received as for tonnage and tolls, any sums not exceeding" 8s. per ton for classes 1 and 2, and for any shorter distance a rateable proportion. No maximum was fixed for passengers; "and for all persons, cattle and other animals, such reasonable charge as shall from time to time be determined by the said company".

In 1845 the clause was framed more artistically in the same form as has continued down to the present day. An example may be taken from any Act in that year at random: "And with respect to the conveyance of horses, cattle, carriages, and goods, the maximum rate of charge, including the tolls for the use of the railway and of waggons or trucks and locomotive power, and every expense incidental to such conveyance (except loading and unloading goods) shall not exceed," &c., &c.

The form of maximum tolls that prevailed between 1840 and 1844 rapidly disappeared. In the five years beginning 1845 there were only 26 Acts of this type, while 300 Acts contained the maximum rate clause.

A Select Committee of the House of Commons makes some very apt observations with respect to the introduction of maximum rates, which in 1840 Parliament was disposed to rely upon as an absolute protection to the public against the tendency to excessive charges arising from the monopoly of the railway companies:

"One of the abuses of railway management from which the public have suffered most in this country is the fixing the fares and charges at too high a rate."

"It is proper, no doubt, that maximum fares should be fixed in all railway Acts, but though they may be fixed with care, and may sometimes approximate to fair rates at a given time, they can never meet all future contingencies."

"The maximum rates are, however, almost always extravagantly high."

"The most perfect system in the abstract is that which regulates the fares by such scales as will produce the utmost amount of convenience to individuals, and give the utmost possible development to the trade of the country."

Experience has abundantly justified the pessimistic views of the Committee of 1846.

The order of development of maximum rates was as follows: in the first instance for passengers and more sparingly for animals; then, in 1845, for goods. But, speaking generally, the maximum rates do not apply to consignments under 500 lb.; for parcels the companies have usually taken power to charge "what they think fit". But there are some instances in which parcels have been subjected to a maximum. The principal examples are the Great Eastern Railway Act, 1862; the London, Chatham, and Dover Act, 1863; the North British, 1858; the North-Eastern, 1854; the London, Brighton, and South Coast, 1863; and the Bristol and Exeter, 1863.

If there had existed, in the infancy of our railway system, a tribunal of experts capable from time to time of forming a sound opinion on the "reasonableness" of the charges of a railway company, much might be said against establishing the hard and fast line of a maximum rate, and in favour of permitting railway companies to fix their own charges. A "maximum" toll for the use of a canal was a not inaccurate measure of the value of the service for which it was paid. The toll was, in fact, an aliquot part of a true rent, based on the assumption that a given tonnage would in the course of a year pass over the canal. But the circumstances that determine the cost of carrying goods and influence the remuneration of the carrier are so varied and complicated that it is impossible to avoid making the maximum toll too high or too low, or indeed frequently both at the same time. The measure adopted universally in Railway Acts of the ton-mile (*i.e.*, a sum measured *per ton per mile*) does undoubtedly give effect to the most important test of the value of the carrier's service, but it is a test that

cannot be described as accurate without great qualification. The Inter-State Commerce Act, 1886, of the United States discards all attempts to control railway rates by maximum or limiting charges, and simply enacts the common law, providing, however, a commission of experts to apply it. It enacts—

“All charges made for any service rendered or to be rendered in the transportation of passengers or property as aforesaid, or in connection therewith, or for the receiving, delivering, storage, or handling of such property, shall be reasonable and just ; and every unjust and unreasonable charge for such service is prohibited and declared to be unlawful”.

But when our railway system came into being the only tribunal available for the determination of the reasonableness of a railway charge was a jury or an arbitrator, and their findings upon a question of fact were limited to the particular case before them, and fell far short of establishing a rule governing the railway company in other cases. Owing to the inadequacy of the judicial machinery, it became a question whether an arbitrary limit should be fixed or the companies be left practically to charge what they pleased.

The Traffic Act, 1888, contains an important section, providing for the revision, under the superintendence of the Board of Trade, of the classification of goods and of all maximum rates. The traders, if they do not watch closely the proceedings about to be initiated, may find out that they will lose much and gain little by the symmetry and uniformity which are to take the place of the chaos of the old special Acts.

#### UNDUE PREFERENCE.

Until 1854, when the Railway Traffic Act was passed, Inequality was not a violation of any general law, but was prohibited in most of the special Acts of the railway companies.

The period between 1823, when locomotives were first authorised, and 1854 may be divided into two parts. In 1845 the Railway Clauses Consolidation Act was passed, and sect. 90 of that Act, commonly known as the “Equality Clause,” was incorporated in the special Act of every railway authorised after that year. But prior to 1845 no uniformity existed; equality clauses were generally, although not always, imposed upon railway companies, and the form of those clauses differed considerably.

Prior to the introduction of locomotives an equality clause is

often to be found in the Tramway or Railway Acts. The Lydney and Liddbrook Tramway Act, 1809, contained a limited clause of that description. It provided (sect. 98)—

“That if any wharfinger or other servant belonging to the said company of proprietors shall give any preference or show any partiality to any person or persons in loading or unloading any goods, wares, or merchandises, at any of the wharfs, warehouses, weigh-beams, cranes, and other machinery belonging to the said company of proprietors, and shall be thereof convicted before one or more of his Majesty's Justices of the Peace, every person so offending shall forfeit and pay for every offence any sum not exceeding the sum of twenty shillings”.

It will be remarked that no obligation to preserve equality was imposed in respect of the tolls charged for the use of the tramway, and that it was the servants of the company, not the proprietors, who were punishable. Straggling instances of this clause are to be found in the Railway Acts passed between 1823 and 1826.

About fifty Railway Acts passed between 1823 and 1836 contain no equality clause; but, instead, a large number of them give a general power to raise or reduce tolls without imposing any obligation to equality of treatment. But the majority of the Acts contain some equality clause. The chief varieties of the clause are worthy of note.

A Lanarkshire railway authorised in 1826 (7 Geo. IV., cap. xlviii.) contains a provision (sect. 51)—

“That equal and the like rates or tolls per mile, or proportionately, shall be charged upon all coals, goods, or other articles of the same description, carried *equal distances* along the said railway, from whatever place such coals and other articles shall come or be brought, or to whatever place the same shall be carried”.

This clause reappears in a very few Acts. It is ambiguous, and leaves it open to doubt whether the clause is general in its application to all classes of goods, or only to those of the same description as coals.

The Warrington and Newton Act of 1829 (10 Geo. IV., cap. xxxvii.) provides against undue preference in facilities. It requires the company to draw or propel—

“All such coal as shall be offered to the said company for that purpose, and in the order and rotation in which it shall be so tendered or offered”;

but it does not provide any specific penalty for an infringement of the obligation.

The Whitby and Pickering Railway Act, 1833, is the first that I have observed to introduce a general equality clause. Sect. 120 runs thus—

“The said company shall not partially raise or lower the rates, tolls, or sums payable under this Act, but all such rates, tolls, and sums shall be so fixed as that the same shall be taken from all persons alike under the same or similar circumstances”.

I am not aware that this clause has ever been the subject of judicial interpretation, but obviously it is very wide in its application, although it probably falls short of requiring equal mileage rates. Sometimes, as in the Slamannan Railway Act, 1835, it is provided that equal proportional rates shall be charged for goods “of the same description” when “carried equal distances”.

But in 1835 and the three following years nearly fifty Acts were passed imposing strict and rigorous equal mileage rates. A few of the leading railways governed by an equal mileage clause may not be without interest. The London and Croydon (1835), the South-Eastern (1836), the Great Western (1836), the Birmingham and Gloucester (1836), the Bristol and Exeter (1836), the Midland Counties (1836), the York and North Midland (1836), the Manchester and Leeds (1836), the Dublin and Drogheda (1836), the Sheffield and Manchester (1837), Crewe to Chester (1837), Manchester to Birmingham (1837), the Maryport and Carlisle (1837), Glasgow and Greenock (1837), the Glasgow, Kilmarnock, and Ayr (1837), the Croydon to Brighton (1837), the Edinburgh and Glasgow (1838), and the Dublin to Kilkenny (1837). Some, perhaps most, of these companies afterwards obtained the repeal of the clause enforcing equal mileage rates; but to what extent this went I am unable to say.

This clause runs as follows (I take the South-Eastern Act—6 Will. IV., cap. lxxv., sect. 137—as an example):

“And be it further enacted, that the aforesaid *rates and tolls* to be taken by virtue of this Act shall at all times *be charged equally* and *after the same rate per ton per mile* throughout the whole of the said railways [*i.e.*, Croydon to Dover] in respect of the *same description of articles*, matters, or things, and that *no reduction or advance* in the said rates and tolls *shall either directly or indirectly* be made partially or in favour of or against any particular person or company, or *be confined to any particular part of the said railway*, but that *every such reduction or advance* of rates and tolls upon any particular kind or description of goods *shall extend to* and take place throughout *the whole* and every part of the said railway, upon and in respect of the same description of articles,

matters, or things, and *shall extend to all persons* whomsoever using or carrying the same description of articles, matters, and things thereon, anything to the contrary thereof in any wise notwithstanding”.

In 1839 the Great Western Railway Company introduced an Amending Act, which contained an equality clause of a much more limited character. Their Act (2 and 3 Vict., cap. xxvii.) provides—

“That *the charges* by the said recited Acts or either of them authorised to be made for the carriage of any *passenger, goods, animals*, or other matters or things to be conveyed by the said company, or for the use of any steam-power or carriage to be supplied by the said company, *shall be at all times charged equally to all persons* and after the same rate per mile, or per ton per mile, in respect of all passengers and of all *goods, animals, or carriages of a like description*, and conveyed or propelled by a *like carriage or engine* passing on the same portion of the line, and no reduction or advance in any charge, &c.”

And so the clause proceeds, repeating the conditions.

In 1840 the railway companies raised objections to the equal mileage clause, and they claimed that equality should be limited to cases where goods and passengers were carried—

- (1) *at the same time,*
- (2) *in the same numbers,*
- (3) *for the same distance,*
- (4) *in the same direction,*
- (5) *at the same speed,*
- (6) *over the same part of railway,*
- (7) *in the same carriage or class of carriage, and*
- (8) *in all other respects under similar circumstances.*

The limitations printed in italics were rejected, but the clause finally incorporated in the Railway Clauses Act, 1845, was nevertheless extremely narrow. Section 90 of that Act is as follows :

“And whereas it is expedient that the company should be enabled to vary the tolls upon the railway so as to accommodate them to the circumstances of the traffic, but that such power of varying should not be used for the purpose of prejudicing or favouring particular parties, or for the purpose of collusively and unfairly creating a monopoly, either in the hands of the company or of particular parties : it shall be lawful, therefore, for the company, subject to the provisions and limitations herein and in the special Act contained, from time to time to alter or vary the tolls by the special Act authorised to be taken, either upon the whole or upon any particular portions of the railway, as they shall think fit : Provided that *all such tolls be at all times charged equally to all persons*, and after the same rate, whether per ton per mile or otherwise, in respect of *all passengers* and of all *goods or carriages of the same description*, and conveyed or propelled by a *like carriage or engine*, passing only over the same portion of the line of railway under the same circumstances ; and no

reduction or advance in any such tolls shall be made either directly or indirectly in favour of or against any particular company or person travelling upon or using the railway”.

The obligation of equality was so hedged in and limited by this section that as much inconvenience arose as had been previously felt from the equal mileage clause. The recoil was too severe. The circumstances affecting the carriage of goods are too varied to admit of a hard and fast rule ; and, warned by experience, Parliament in 1854 proceeded on quite a different tack, and threw upon the Court of Common Pleas the duty of applying the principle of equality to the business of the railway companies. The terms of the Act are as follows :

“ No railway company or canal company, or railway and canal company, shall make or give any undue or unreasonable preference or advantage to or in favour of any particular person or company, or any particular description of traffic, in any respect whatsoever, or shall subject any particular person or company, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever”.

The Traffic Act of 1854, while greatly enlarging the basis of the obligation of Equality, introduced some confusion, both as to the tribunals having jurisdiction and as to the remedy open to the trader. ✓Exclusive jurisdiction was given to the Court of Common Pleas by that Act, owing to the reluctance exhibited by the two other Common Law Courts to administer a law somewhat vague in its terms, and requiring some knowledge of railway management; and the procedure was unusual. The Court of Common Pleas had power only to grant an injunction, and the usual procedure was upon motion supported by affidavits. That Court had no power to give damages or order the repayment of overcharges made in violation of the Act. During the nineteen years when this peculiar jurisdiction was exercised, only twenty-five cases of undue preference were heard in England. The Court of Session in Scotland, under a like jurisdiction, heard four cases ; but not one was brought in Ireland. Nevertheless, the principles upon which the Act should be administered were much considered and clearly settled.

In 1873 the jurisdiction of the Court of Common Pleas in England and of the Scotch and Irish Courts, in the matter of the Traffic Act, 1854, was transferred to a new tribunal—the Railway Commission. Three Commissioners were appointed, of whom one was required to be of experience in the law and one of experience

in railway business. Sir Frederick Peel, who had filled high office under the Crown when he sat in Parliament, was made chairman. Mr. Price, formerly chairman of the Midland Railway, resigned his seat in Parliament, and was appointed as one of experience in railway business. Mr. Macnamara, Q.C., and, on his death, Sir Alexander Miller, Q.C., respectively acted as Legal Commissioner. The Commission was appointed for a term of five years, but was continued from year to year until it was superseded by the new Railway Commission on the 1st January, 1889.

In respect of Undue Preference, the Railway Commission exercised the jurisdiction of the Court of Common Pleas. It had power to stop undue preference, under the Act of 1854, by an injunction only.

1. When a preference was an infringement of the Traffic Act of 1854, and not also of an Equality clause, the sole remedy was by injunction from the Commissioners. In the Law Courts damages could not be recovered, in consequence of sect. 6 of the Traffic Act, 1854, and overcharges could not be recovered or used as a set-off or counter-claim, nor even by way of defence, to an action to recover charges for carriage (*L. and Y. R. Co. v. Greenwood*, 1888).

2. When a preference was a violation of an Equality clause, it was, as a rule, likewise an infringement of the Traffic Act, and might be the subject of an application to the Commissioners. In this case, however, overcharges could be recovered, but the applicant was obliged to sue in the ordinary courts. The Commissioners had no jurisdiction to order the repayment of overcharges.

The Traffic Act of 1888 removes these blemishes. The new Railway Commission has jurisdiction in respect of the Equality clauses in the special Acts, as well as the provisions of the general law; and equally with respect to both it can give the double or alternative remedies of injunction and damages, including the repayment of overcharges. This will not only simplify proceedings, but avoid immense cost in litigation.

#### REASONABLE FACILITIES AND THROUGH RATES.

{ "At common law, a carrier is not bound to carry for every person tendering goods of any description, but his obligation is to carry according to his public profession" (Parke, B., in *Johnson v. Mid. R. Co.*, 1854).



At first the railway companies were not subject even to this limited obligation. They were not compelled to carry except when and as they pleased. In some cases, however, notably in the Liverpool and Manchester Act of 1826, the following provision was inserted: "It shall be lawful for the said company, and they are hereby *authorised* and *required* to carry and convey . . . all such goods, wares, and merchandise, articles, matters, and things as shall be offered to them for that purpose."

The Railway Clauses Act, 1845, following the usual clause adopted in the special Acts, left it optional to the railway companies to carry. Sect. 86 provides as follows:

"It shall be lawful for the company to use and employ locomotive engines or other moving power, and carriages and waggons to be drawn or propelled thereby, and to carry and convey upon the railway all such passengers and goods as shall be offered to them for that purpose, and to make such reasonable charges in respect thereof as they may from time to time determine upon, not exceeding the tolls by the special Act authorised to be taken by them".

The report of the Royal Commission on Railways, 1867, contained some observations which are strictly true of the law as it stood in 1845, but were inaccurate in 1867 in consequence of the provisions of the Traffic Act, 1854, presently to be stated.

"It is important, however, to observe that the railway company only obtains a permissive right to charge a maximum rate for the goods it elects to carry, and is not bound to carry every class of goods or minerals which may be offered to it by the public. Thus railway companies who become carriers may decline to carry such classes of articles as they think fit, and, as the railways are not ordinarily accessible to the use of private persons, with their engines and carriages, the public fail to obtain the benefit of those provisions of the General Act (except so far as the companies may choose to afford them), empowering all persons to use the railways, which were intended to render the railways a general means of conveyance. Considering how much of the whole traffic of the country must now go by railway, we recommend that railway companies should be bound by law to provide means of conveyance for, and to convey, all articles tendered to them, subject to such restrictions as the circumstances of the railway may require, which should be defined by bye-laws to be approved as provided by the Acts for the Regulation of Railways."

The recommendation of the Royal Commission was made under

a misapprehension of the effect of the Traffic Act, 1854. That Act does not go the full length proposed by the Royal Commission, but it goes farther than the Commissioners supposed:

“2. Every railway company and canal company, and railway and canal company, shall, according to their respective powers, afford all reasonable facilities for the receiving and forwarding and delivering of traffic upon and from the several railways and canals belonging to or worked by such companies respectively, and for the return of carriages, trucks, boats, and other vehicles; and every railway company and canal company, and railway and canal company having or working railways or canals which form part of a continuous line of railway, or canal or railway and canal communication, or which have the terminus, station, or wharf of the one near the terminus, station, or wharf of the other, shall afford all due and reasonable facilities for receiving and forwarding by one of such railways or canals all the traffic arriving by the other, without any unreasonable delay, and without any such preference or advantage or prejudice or disadvantage as aforesaid, and so that no obstruction may be offered to the public desirous of using such railways or canals or railways and canals as a continuous line of communication, and so that all reasonable accommodation may, by means of the railways and canals of the several companies, be at all times afforded to the public in that behalf”.

A railway company, under this section, is bound to convey passengers, animals, and goods, if it is able to do so, whether it professes to carry the things offered to it or not. “Since the passing of this Act railway companies cannot, in my opinion, absolutely refuse to carry traffic which they have facilities for carrying, even if they did not profess to carry, and did not generally carry, such traffic, but would be compellable to carry it, not as common carriers, but with the liabilities of ordinary bailees, and subject to reasonable conditions limiting that liability.”—Per Lopes, L.J. (*Dickson v. G. N. R. Co.*, 1887).

The latter part of sect. 2, relating to facilities for through traffic, was a dead letter while the jurisdiction remained in the Court of Common Pleas. Accordingly, when the Railway Commission was appointed in 1873 the section was amended, and power was given to order through rates at the instance of a railway or canal company. A considerable number of cases dealing with Reasonable Facilities and Through Rates came before the Commissioners. The Traffic Act, 1888, greatly extends the law as to through rates. It enables a private trader to claim a through rate, and it enables him to propose a truck rate, if he chooses, instead of a tonnage rate.

## THE BOARD OF TRADE.

What may perhaps turn out to be the most important change introduced in the Traffic Act, 1888, is the power given to the Board of Trade to act as a mediator in all complaints of unreasonable charges or unfair or oppressive treatment by railway companies. In all cases the trader may go to the Board of Trade, before resorting to litigation; in all applications for through rates such recourse to the Board of Trade is obligatory. No coercive power is given to this department, but, as the Board is required, from time to time, to report to Parliament the result of the proceedings taken in relation to such complaints, its recommendations cannot fail to have great weight with railway companies.

## CHAPTER II.

### MAXIMUM RATES.

PERHAPS the most important section of the Traffic Act, 1888, is that which provides for the settlement of new maximum rates and terminal charges by the Board of Trade. The duty of the Board of Trade is to prepare new schemes, which will be submitted to Parliament in the form of Provisional Orders. If the proposed object should be attained, the present law with respect to maximum rates and terminal charges will become nearly obsolete; but it is necessary to state fully how the law now stands, because there is always a possibility that the Provisional Orders may fail to pass into law, and, in the meantime, such information is necessary to the trading community to enable them to judge correctly of the value of the schedules to be submitted by the railway companies to the Board of Trade.

#### SECTION I.—TYPES OF MAXIMUM RATES AND TOLLS.

The sums that a railway company may charge for the conveyance of goods, cattle, or passengers are determined by the company's special Acts; and in the case of special Acts passed after 1845, by these Acts in conjunction with the provisions of the Railway Clauses Act, 1845. For all practical purposes the immense variety of special Acts fall under one or other of the three types described in the Introduction, pp. 15-18. It will be convenient to deal with each of those separately.

##### (A.) *Acts without Maximum Tolls or Maximum Rates.*

The South-Eastern Railway Act (p. 16) is a type of this class. The company is entitled to charge a "reasonable" sum for locomotive power and waggons in addition to the tolls authorised for

the use of the line. In very few cases has any trader appealed to a court of law under Acts of this type.

*Pickford v. Grand Junction Railway Company, 1842.*—This case was decided upon a special Act, 3 Will. IV., cap. xxxiv., sect. 156, and 4 Will. IV., cap. lv., sect. 19, which limits the company only to “reasonable charges”. Under these Acts the defendants became carriers between London and Manchester, using their own and other railways. They published a list of charges, which divided the “rates by merchandise trains” into seven classes, from 16s. to 60s. per ton. Then followed “Boxes, bales, hampers or other packages, when they contain parcels, &c., under 112 lb. weight each, directed, consigned, or intended for different persons, or for more than one person, 1d. per lb. weight”. The plaintiff sent a parcel which under this rule was charged £3 1s. 6d., and would have been charged only 9s. if the contents had all been consigned to one person. Held that the charge was *unreasonable*. Verdict entered for the plaintiff for a sum agreed.

(B.) *Acts with Maximum Tolls, but without Maximum Rates.*

Maximum tolls and maximum rates differ in form more than in substance. The word “toll” by the definition section of the Railway Clauses Act, 1845, includes “any rate or charge or other payment payable under the special Acts for any goods, &c., conveyed on the railway,” unless the context requires a narrower construction. In the early Railway Acts the terms “tolls, rates, and charges” are generally used as synonymous. But “toll” had originally a distinctive meaning. As applied to roads, bridges, and canals it signifies a charge for the use of property specifically fixed either by custom or by statute. A carrier made a “charge” to his customer for work done; he paid “toll” to the canal proprietor for the use of the canal. The term is not incorrectly applied in its old signification to a charge for “the use of waggons”; but it loses its meaning when applied to locomotive power—that is, to haulage done by a company as distinguished from the use of engines. If a railway company does not itself work its railway by its own servants, but hands over its line, locomotives, waggons, all to be worked by a hirer, the payments for the use of those things might be called “tolls” without departing appreciably from the original use of the word. There is great advantage, however, in the possession of a word to designate payment for “the use of property,” in contradistinction to a word that signifies payment for “services,” just as there is in having two similarly contrasted terms, “rent” and “wages”.

The proper distinction between “toll” and “charge” is gene-

rally kept up in those Acts which, like the S. E. R. Act of 1836, leave the company free, as carriers, to charge what they please, so long as it is "reasonable". That Act prescribes the "tolls" for the use of the railway; it then speaks of the "sums" that may be demanded for the use of engines and the "charges" for supplying waggons. When, however, it became necessary to fix maxima for locomotive power and waggons, by a transition which speaks more for the slovenliness than the acumen of the draughtsmen of Railway Acts, it became common to designate the charges for these items as "tolls". If there had been the least idea that the companies would supply engines and locomotive power, but not work them by their own servants, the language would have been appropriate; but as no such idea was entertained, the use of the word "tolls" in such a connection was calculated to mystify and mislead.

When a maximum was fixed for locomotive power and waggons, as well as for the use of the railway, the aggregate of those "tolls" formed, in most cases, the extreme limit that a company could charge as a carrier. Generally the Acts that fixed such maximum tolls contained the following clause, which virtually converted them into maximum rates: "That neither the company nor any person using the railway as a carrier shall at any time demand or take a greater amount of toll, or make any greater charge for the carriage of passengers and goods, than they are by this Act authorised to demand". An example of this form of Act is the Newport and Pontypool Act, 1845 (8 and 9 Vict., cap. clxix.) (see Chapter V.), which was the subject of judicial construction by the full Court of Exchequer in 1861.

*Pegler v. The Monmouthshire Railway and Canal Co.*, 1861.

This action was brought to recover the sum of 12s. 6d. overcharged for the conveyance of flour. That sum was charged by the defendants for terminals, viz.:

Receiving the flour,  
Weighing,  
Invoicing,  
Loading and unloading,  
Use of stations, yards, sheds, platforms,  
Use of gas, and other conveniences necessarily connected with these stations, and the risk incidental to loading and unloading.

It was held that no charge, in addition to the maximum tolls, could be made for any one of these items, and the plaintiff was entitled to recover the sum claimed—12s. 6d.

The question turned on the construction of the Newport and Pontypool Act, 1845. Chief Baron Pollock said :

"We are all of opinion that this charge ought not to have been made. The question is whether the company are entitled to charge in respect of the services mentioned in the case, and for which they claim what are called 'terminal charges'. I am of opinion that they cannot. It appears by the case that, on the 24th and 25th of November, 1859, 100 sacks of flour, weighing altogether twelve tons and a half, and addressed to the plaintiff at the railway station, Pontypool, were taken to the goods station of the defendants' railway at Newport, and were there delivered to, and received by, the defendants as common carriers, to be carried by them upon their railway to Pontypool, and there delivered to plaintiff. The flour was brought to the station at Newport by the plaintiff's agents, and was received by the defendants' servants there, who assisted in unloading the same, and then wheeled it, on the defendants' platform trucks, along their platform, and loaded it into defendants' trucks. For these services the company have no right to charge anything more than the tolls authorised by their Acts. They might as well charge for the expense of making the railway, or any other cost. Therefore I think the plaintiff is entitled to our judgment."

Martin, B. :—"I am of the same opinion. Except the charge for 'making proper entries of the receiving and delivering the flour by the defendants' clerks and agents in books kept for that purpose' (which is obviously for the benefit of themselves), all that they seek to charge for was done by them as common carriers, and for the purpose of affording a reasonable facility of loading and unloading the goods. But the 128th section requires them to carry as common carriers for hire, by locomotive engines, passengers and goods, and to afford all persons sending goods upon their railways every reasonable convenience and facility for loading and unloading them ; so that a positive duty is imposed upon them in this respect. Then, by the interpretation clause, the word 'toll' shall include any charge or payment for any passenger or goods conveyed upon the railway, whether for the use of the railway, or for moving power, or for the use of carriages. What could the Legislature do more than provide that the word 'toll' shall have this general meaning—that it shall include the charges for everything a carrier does ? Here is a company who are bound to carry on their railway, and are required to charge one sum for the use of the railway, locomotive power, and carriages. It is said that for the reasonable facilities they afford they may charge what they like, for that is what the contention comes to. But it seems to me that the meaning of the Act of Parliament is, that the company may make a bargain with the public for the convenience and accommodation they afford ; but, if there is no bargain, they are bound to carry at the rate per ton per mile fixed by their Act."

Bramwell, B. :—"I am of the same opinion. Mr. Phipson's argument is, that the tolls prescribed by the Act do not apply when the company act as common carriers, and that they may provide a railway, locomotive power, and carriages, and yet not be common carriers. That is an ingenious argument, and perhaps it might be so if the company thought fit to make such an arrangement. They might say, 'Here is the railway, locomotive engines, and

trucks ; and you must drive them yourself ; we will undertake no responsibility'. However, they did not do so, but took the plaintiff's goods without any such stipulation. Now, it is manifest to my mind that the 128th section requires, not only that the company shall be common carriers for hire, but upon payment of the tolls mentioned in the Act, otherwise it would be nugatory. To say that the company shall be carriers, at whatever rate they chose to charge, is saying nothing, because, if they did not like to carry, they might charge any amount they pleased, and so prevent the public from employing them. The meaning of the 128th section is, that they shall be carriers on the terms prescribed, and entitled to charge at the rate mentioned, and no more. Therefore it seems to me that the company, having made no previous bargain with the plaintiff for a further sum, are not entitled to it. Possibly the company may ultimately succeed in making the public pay more, because they may say, 'We will carry your goods, but will do nothing to help you ; you must bring your goods to the trucks and then we will carry them, and, when they are unloaded, we will afford you no facility for taking them away'. In such case, it may be that the owner of the goods would say, 'I will pay something for the accommodation'. But that must be by way of bargain : in the absence of any bargain the statutory tolls apply when the Company act as common carriers."

(c.) *Acts with Maximum Rates as well as Maximum Tolls.*

The difference between the Maximum Toll clause and the Maximum Rate clause is that the Maximum Rate clause provides a total sum to cover the several tolls for use of railway, engines, and waggons, and, in addition, "every expense incidental to the conveyance". When, in 1845, maximum rates were generally introduced, although they superseded the maximum toll clauses, the draftsmen nevertheless continued to repeat these clauses. Sometimes, however, as in the case of the Great Northern Act (see Chapter V.), only the maximum toll for the use of the railway was kept up, the maximum tolls for engines and waggons being dropped.

The mischief of repeating these obsolete forms was exemplified in the case of the *Aberdeen Commercial Co. and another v. G. N. of Scotland R. Co.*, 1878. The railway company charged for the conveyance of guano and artificial manures sums in excess of the maximum rates. They had a terminal clause (sect. 60 of 22 and 23 Vict., cap. viii.) which entitled them, in addition to their maximum, to charge an additional sum for "collecting or delivering goods, and other services incidental to the business of a carrier, when such services shall be performed otherwise than upon the premises of the railway". No sum was charged for stations or sidings, but an ingenious attempt was made to get out of the maximum rate



clause, and throw the traders back upon the maximum toll clauses. The chief object in compelling railway companies to make this charge in one sum, instead of splitting it up into three, was to reduce what was considered the excessive amount of the tolls. The maximum rate is generally one penny per ton per mile below the aggregate of the maximum tolls. If the G. N. of Scotland R. Co. could have brought themselves within the toll clauses, they would have been able to make that addition to their rates. The company, in order to accomplish this object, issued a notice in the following terms :

" Notice is hereby given that the G. N. of Scotland R. Co. do not profess to act, and do not act, as carriers of the under-mentioned articles : Dung, compost, manure, bones (manufactured or unmanufactured), guanos, phosphates, sulphates, nitrates, muriates, Kainit coprolites (in any state), potash salts, and all articles of a like nature. The company, however, at the request of parties, and upon certain conditions, and at agreed rates (but not otherwise), will provide waggons or locomotive power, or both, to persons desiring the use of the railways owned, worked, or used by the company, for the purpose of allowing them to forward any of the above-named articles from or to any of the stations, and on the harbour rails of Aberdeen."

It was found by the Railway Commissioners that the traffic was conducted after this notice precisely in the same way as it had been carried on before. The applicants loaded and unloaded the goods, and the company employed and paid the engine drivers, firemen, and brakemen of the trains the waggons of which contained the applicants' traffic.

The Railway Commissioners decided against the company ; and upon an appeal, by way of a case stated to the Court of Session in Scotland, their judgment was upheld. The Lord President (Inglis) said :

" The conclusion to which I have come is that they (*i.e.*, the R. Co.) act as carriers, and that, although they profess not to be acting as carriers, and made a contract in writing, which is an elaborated attempt to represent that they are doing something else than acting as carriers, that which they do in point of fact, and for which they claim to be remunerated, is neither more nor less than simply acting as carriers of these goods ".

It was held, therefore, that the company, notwithstanding the notice and the agreement signed by the applicants under protest, could not place themselves under the toll clauses and so render nugatory the maximum rates.

As a specimen of Maximum Rate clauses, the Great Northern Railway Act, 1850 (13 and 14 Vict., cap. lxi.), may be taken. (See Chapter V.)

In view of the impending reclassification of goods and revision of maximum rates, an element in the case that must be recognised is the question, What are the precise legal rights of the companies and the traders respectively under the existing Acts? The principal points seem to be these:

1. The special Acts enumerate only a small number of articles. Thus, for example, "vegetables" are rarely mentioned in any special Act. A question then arises, How is the charge for unenumerated articles to be ascertained?

2. May a railway company charge an "unreasonable" rate, if that rate does not exceed the maximum? In other words, is a company subject to two limits—first, reasonableness, and, secondly, the maximum?

3. How much of the work done by a railway company as carriers is included in the maximum rate? This raises the whole question of Terminals; but it will be sufficient to direct attention, in the first place, to the question, Does the maximum rate include payment for sidings and station accommodation, or may a company, in addition to its maximum rate, charge extra for stations?

### I. UNENUMERATED ARTICLES.

In a few special Acts, the maximum charge for unenumerated articles is not left in doubt. In the North-Eastern Railway Act, 1854, the highest maximum class, beginning "cotton and other wools," ends thus: "and all other wares, merchandise, articles, matters, and *things not before enumerated*". The L. B. and S. C. R. Act, 1863, has an unusually large selection of enumerated articles, and it ends its highest class in these words: "and all other merchandise, articles, matters, or things, *except such as are included in the above classes*". In these cases there is no difficulty of interpretation. If an article is not specifically named or included by general description, the maximum charge is 4d. per ton per mile on the Brighton line, and 3d. or 3½d. per ton per mile, according to distance, on the North-Eastern.

But by far the most common clause is that which, like the Act of the Great Northern, ends thus: "and all other articles, matters, and things". By a well-known rule of construction, general lan-

guage of this description following the enumeration of specific things is frequently limited to other things of a similar description. It may be doubted whether this rule has any application in the present case.

## II. "REASONABLENESS" OF RATES.

[ Must the charges be "*reasonable*"? and, if so, is the fact that a rate is within the maximum conclusive proof of reasonableness?

Upon this question the clauses incorporated in the special Acts since 1845, from the Railway Clauses Act, 1845, are material.

"And with respect to the carrying of passengers and goods upon the railway, and the tolls to be taken thereon, be it enacted as follows:

"86. It shall be lawful for the company to use and employ locomotive engines or other moving power, and carriages or waggons to be drawn or propelled thereby, and to carry and convey upon the railway all such passengers and goods as shall be offered to them for that purpose, and to make such *reasonable* charges in respect thereof as they may from time to time determine upon, not exceeding the tolls by the special Acts authorised to be taken by them."

"8. . . . The word 'toll' shall include any rate or charge or other payment payable under the special Acts for any passenger, animal, carriage, goods, merchandise, articles, matters, or things conveyed on the railway."

"92. It shall not be lawful for the company at any time to demand or take a greater amount of toll, or make any greater charge for the carriage of passengers or goods, than they are by this and the special Acts authorised to demand."

If, after 1845, any Act had been authorised, in which the above sections were incorporated, but no maximum tolls or rates inserted, it would seem impossible to contend that the limit of "*reasonable*" was not effectually imposed by sect. 86. Even where certain goods are subjected to a maximum, some effect must be given to the word "*reasonable*" in this section, and although it might be difficult to satisfy a Court that a charge which was under the maximum rate was unreasonable, still, unless such a possibility is at least contemplated, it would be necessary to read the section as if the word "*reasonable*" had not been inserted.

By the common law, the charges of a carrier must be reasonable. Between 1823 and 1840 the Legislature was content, as to four-fifths of the Acts, to leave railway carriers in the same position; in one-fifth of the Acts the tolls or rates were limited. In 1845, when the Railway Clauses Act was passed, the Legislature retained the old

carrier's obligation, while superadding to it the fixed limit of maximum rates. The meaning seems to be clear. The railway carrier, like the carrier by road or canal, must not demand unreasonable charges; but the railway company, whether the charge be reasonable or not, must not exceed its maximum rates. A company's special Act is of the nature of a contract \* ratified by Parliament on behalf of the public.

There are *obiter dicta* tending rather to favour this view. In some cases judges have been disposed to hold that the word "reasonable" must be imported into the construction of a clause giving power to a company to charge "what they think fit". It should be easier to give effect to the term "reasonable" when it is expressly inserted.

*Crouch v. G. N. R. Co.*, 1856. A special Act (13 and 14 Vict., cap. lxi, sect. 14) gave power to defendants to charge for parcels "what they think fit". Alderson, B. (11 Ex. 752): "Surely the Act means such reasonable charges as they think fit, that is, such charges as, in the opinion of a jury, are reasonable charges. I think the company are not at liberty to charge what they please, and that the word 'reasonable' must be considered as introduced into the section." Willes, J., on the construction of a similar parcel clause, in *Piddington v. S. E. R. Co.*, 1858, said: "Are the company bound to make reasonable charges? . . . I think there is very great weight in the observations of Alderson, B., in *Crouch v. G. N. R. Co.*, but it is not necessary for us to express any opinion upon that point."

Lord Blackburn, in *Brown v. M. S. and L. R. Co.*, 1883, observed: "Now, I am not prepared to say that where there are maximum rates fixed, as no doubt there are on this railway, everything within these rates must be a reasonable remuneration. I do not say whether that is so or not."

In the same case, Lord Watson said: "*Prima facie* I am prepared to hold that a rate sanctioned by the Legislature must be taken to be a reasonable rate. It may be shown to be, in certain circumstances, unreasonable, but I think the *a priori* presumption is in favour of its reasonableness."

[The following observations on the question were made in the

\* "When I look upon these Acts of Parliament (i.e., special Acts), I regard them all in the light of contracts made by the Legislature on behalf of every person interested in anything to be done under them."—Per Eldon, L.C. (*Blakemore v. Glamorganshire Canal Co.*, 1832).

Fourth Report of the Railway Commissioners, p. 6: "It is well known that the charges which a company may take must not exceed the maximum tolls authorised by its special Act. It has been less noticed that they must also be reasonable, and even where a company is empowered to charge any rate it thinks proper, as for the carriage of packages not exceeding a certain weight, generally five hundredweight, the power is not absolute, the charge must still be a reasonable sum. We have had from time to time complaints made to us of high charges on local traffic, and it deserves consideration whether it would not be well that this important statutory qualification of reasonableness were made of practical value, and security taken for its being observed, by our being authorised to enjoin the reduction of unreasonable charges, just as we enjoin the reduction of unequal charges."

This power appears now to be given by sect. 9 of the Traffic Act, 1888, which authorises the Railway Commissioners to enforce by injunction all provisions of special Acts that impose obligations on railway companies in favour of the public or individuals.

### III. STATION TERMINALS.

Does the maximum rate include payment for use of sidings and stations? There is no question that it does in respect of passengers and animals, but as respects goods traffic the answer is not so easy. In a very few Acts, probably not exceeding six in number, it is expressly provided that, in addition to the maximum rate, the railway company shall be entitled to charge a reasonable sum "for the use of stations". When this is done no question of construction can arise, but it is to be observed that such a claim frustrates one of the important objects of maximum rates, namely, to enable the trader to know distinctly how much he ought to pay. A trader can form an approximate idea of the amount that should be charged for loading or unloading, collection or delivery, but he has no means whatever of forming any judgment as to a reasonable sum for the use of stations.

Three distinct types of terminal clauses have been the subject of legal decision.

#### (a.) Short distance terminal clause:

"For articles or persons conveyed on the railway for a less distance than six miles the company may demand, in addition to the tolls and charges for con-

veyance, a reasonable sum for the expense of stopping, loading, and unloading”.

This clause is found in Acts where the charge for locomotive power and waggons is not fixed, in Acts where a maximum toll is fixed separately for use of railway, locomotives, and waggons, and in Acts containing maximum rates. Between 1823 and 1844 it is perhaps the only terminal clause to be found in any Act of Parliament; at all events I have not found any other.

For the first period of twenty-one years of legislation, the idea of the Legislature was that, for a distance of four or six miles, a terminal was reasonable; but if the goods travelled beyond that distance, the tolls or rates became large enough to pay for the whole service rendered by the company. *Pegler v. Monmouthshire R. Co.*, 1861 (see pp. 31-33), is the authority upon the construction of the short-distance terminal clause.

(β.) An example of the second type will be found in the special Act of the London, Chatham, and Dover Railway (1853). Sect. 56 specifies the sums per ton per mile that the company may charge, being “the maximum rate of charge, including the tolls for the use of the railway and branches and of carriage and for locomotive power, and any other expenses incidental to such conveyance (*except a reasonable charge for loading and unloading goods, when such service is performed by the company*)”. The construction of this section was considered in *Berry v. L. C. and D. R. Co.*, 1884. Hops were charged 33s. per ton between a country station and London. The maximum charge for any class of goods (hops not being mentioned) was 18s. 11d., leaving 14s. 1d. to be accounted for by terminal services. About 5s. per ton was explained by cartage, loading, and unloading, but there remained 9s. per ton to account for. The company justified this by claiming, on account of “use of siding and station accommodation,” 8s. 1d. per ton at Blackfriars and 2s. 10d. per ton at the country station, or a total of 10s. 11d. per ton for station accommodation. This claim was rejected.

The Midland, the L. and S. W. R. Co., and the North-Eastern are the chief great English railway companies that are governed by the decision in *Berry's case*.

(γ.) The third type makes its first appearance in 1846. 9 and 10 Vict., cap. 182, which vested the Aylesbury line in the L. and N. W. system, gives this terminal clause: “Except a reasonable sum for loading, covering, and unloading of goods and for delivery and

collection and *any other services incidental to the business or duty of a carrier* where such services or any of them are or is performed by the company".

[The following table shows the great change that occurred in the form of Railway Acts between 1840 and 1850, in consequence, as has been pointed out, of the report of the Special Committee of the House of Commons of 1840. I have enumerated the Acts under five heads. The first column gives the number for each of the several years of Acts which contain no maximum for waggons or locomotive power, Acts of the type that predominated between 1823 and 1824. The second column gives Acts like the Newport and Pontypool Act. These Acts usually, but not always, contain the short-distance terminal clause. The third, fourth, and fifth columns are all maximum rate Acts, and they are distinguished with respect to their terminal clauses. In the third column are Acts that do not permit a charge even for loading and unloading; in the fourth are the Acts that authorise loading, unloading, and occasionally covering; in the fifth column are the only Acts in which the terminal clause introduces the words "services incidental to the duty or business of a carrier".

	Acts of type, 1823-1840. "Reasonable" tolls.	Maximum Toll Clauses, with or without short distanceTerminal Clause.	Maximum Rate Clause. No Terminal. Neither load- ing nor covering.	Maximum Rate Clause. Loading, un- loading, and covering only.	Maximum Rate Clause. "Services incidental to duty or business of a carrier."
1840	1	2	—	—	—
1841	—	1	—	—	—
1842	1	4	—	—	—
1843	1	3	—	—	—
1844	4	21	—	—	—
1845	—	16	14	60	—
1846	—	3	32	121	18
1847	—	6	3	24	8
1848	—	—	1	6	2
1849	—	1	—	2	3

Up to 1846 the terminal clause referring to the duty or business of a carrier was, so far as I have been able to search the Acts, wholly unknown; in the four years after it was introduced, it appeared in about one-sixth of the total number of Acts. What is even more significant is the limited number of railway companies that adopted it. The clause was invented apparently by

the L. and N. W. company, and at first it spread slowly. The following table gives the number of Acts containing that terminal clause, introduced by the several railway companies during the four years 1846-1849:

	1846.	1847.	1848.	1849.
London and North-Western .	8	1	—	1
Lancashire and Yorkshire .	7	2	—	—
M. S. and L. R. . . . .	2	—	—	1
Great Eastern . . . . .	1	2	—	—
Great Western . . . . .	—	3	2	—
Great Northern . . . . .	—	—	—	1

In several cases between 1878 and 1884, the Railway Commissioners, in construing clauses of type (γ), acted on the view that, as in the other types of terminal clause, the payment for station accommodation or sidings was included in the maximum rate. But in 1884, the L. B. and S. C. R. Co. applied for a case stated by way of appeal from the judgment of the Commissioners, in the case of *Hall v. L. B. and S. C. R. Co.*, 1884-5, to a Divisional Court. That Court reversed the judgment of the Railway Commissioners, mainly upon historical grounds, as set forth in the judgment delivered by Wills, J. This most important part of his judgment is contained in the following passage:

“This notion of the railway being a highway for the common use of the public, in the same sense that an ordinary highway is so, was the starting point of English railway legislation. It is deeply engrained in it. In the early days of railways it was acted upon at least occasionally, and in respect of goods traffic; and although it enters but slightly into modern railway practice, no proper understanding of a good deal of our railway legislation, and pre-eminently of clauses relating to tolls or charges, can be arrived at, unless it is firmly grasped and steadily kept in view. Three states of things were from this point of view to be expected and to be provided for by legislation. The company may be merely the owners of a highway, and toll-makers for the use of it by other people with their own carriages and locomotives. That state of things would be worked out by the railway company possessing the mere line of railway from end to end, and by the persons making use of it buying or renting contiguous land whereon to keep their rolling stock, and have their offices, availing themselves of the powers of sect. 76 of the Act of 1845, and getting on to the railway by means of sidings connected with the railway.

“A second state of things, as we know from the evidence of this case, to which by the consent of the parties we are at liberty to refer, prevailed extensively for many years after the railway system was in full operation, and for some years at least after the passing of the Act of 1845. The railway company provided the line and provided the engines and trucks, but they were



not carriers. The large warehouses and sheds wherein goods were received, sorted, loaded, covered, checked, weighed, and labelled, and trucks or carriages marshalled and prepared for convenient removal to their various places of destination—a corresponding work was done in respect of goods arriving from a distance—the staff of clerks, book-keepers, porters, workmen, and horses necessary for these operations, were all provided and maintained at the expense of the carrier, and no portion of it fell upon the company. The company, on the other hand, as owners of the rolling stock, for the use of which, as well as for their railways, they received payment, provided whatever accommodation they needed in order to keep in convenient proximity to the places where the carrier had his depôts the necessary supply of rolling stock.

“The third state of things, which might exist simultaneously with the second, or might be the one prevailing exclusively on a particular line, existed when the company were themselves the carriers of the goods, and when as carriers they provided the accommodation and performed the services above described.

“The company might thus be : (1) toll-takers, and neither conveyers nor carriers ; (2) conveyers but not carriers ; (3) carriers. It might naturally be expected that in the first case they would have power to take tolls, and tolls only ; and that in the second they would have power to make charges, which should include tolls and charges for the use of rolling stock, and it would seem reasonable enough that (inasmuch as they would probably have much greater facilities for keeping and using their rolling stock to advantage and with economy than any other person could have), when they provided both trucks and locomotives as well as took tolls, the maximum charge should be lower than the aggregate of the three separate charges which they might make for : (1) use of railways ; (2) use of carriages ; (3) locomotive power.

“It would seem natural also to expect that where the company were carriers, inasmuch as they performed the identical services which they perform under the second head and others besides, they should be allowed to charge the same sums as they might charge when falling under the second category, plus those which are appropriate to the extra services and liabilities which fall upon them when they undertake the duties and business of a carrier. It seems to us that this is precisely what has been done by the clauses under consideration.”

This judgment is based mainly on historical ground, not without some violence, as is stated by Wills, J., to the grammatical construction of the section. A perusal, however, of the Introduction (pp. 9-15) must raise serious doubt as to the solidity of the historical basis on which it rests. It is true that by a narrow majority the Select Committee of the House of Commons of 1882 gave its sanction to this historical theory. But the evidence on which they acted was of a vague character, chiefly hearsay. The attention of the Committee was not drawn to the Reports of the Select Committees of the House of Commons of 1838, 1839, and 1840, or to the

valuable evidence given by the directors and managers of the London and North-Western and other railways, who spoke to facts within their knowledge. If the Committee of 1882 had been acquainted with the true facts, as stated by contemporary witnesses, they would probably have reported in an entirely opposite sense.

The following observations on the judgment of the Divisional Court, from the Twelfth Report (p. 3) of the Railway Commissioners, have a bearing upon the historical aspect of the question. *Hall v. the London, Brighton, and South Coast Railway Company* was one of these cases, and the following is the rate clause for goods of that company's Act (26 & 27 Vict., cap. ccxviii., sect. 51): "The maximum rates of charge to be made by the company for the conveyance of animals and goods, including the tolls for the use of their railways, and waggons or trucks, and for locomotive power, and every other expense incidental to such conveyance (except a reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the duty or business of a carrier, when such services or any of them are or is performed by the company) shall not exceed the following sums," &c. It is clear that under this clause the company are not limited to mileage rates in all cases; it is expressly allowed to make other charges besides; it may charge, for example, for loading and unloading, or for collection and delivery. But the company in this case claimed to charge also for station accommodation and use of sidings, and for weighing, checking, clerkage, watching, and labelling, and the legality of rates, which exceeded the mileage rates at their maximum, and which were partly made up of charges for those items, was the question raised. It will be observed that the clause first fixes a rate for conveyance, which is to cover everything which the performance of that duty involves; and that then (according, at least, to our construction) this is modified by the part between brackets, which excepts certain terminal services, and provides that where they are performed by the company its powers of charge shall not be bounded by the limit of the mileage rate, but that it shall be entitled to go beyond that limit to a reasonable extent. The form of the clause is taken from earlier Railway Acts, and it implies that the business of conveyance is not necessarily in all its parts in the hands of railway companies; and that such things as the loading and unloading of trucks, and the cartage of goods to and from the termini of the goods, can and may be the work either of the companies or of other persons. And, in fact, such work was at first mostly done by the senders of traffic, and particularly by the private carriers, such as Pickfords and Chaplin and Horne; and even to this day there is a large proportion of railway traffic which companies do not load or unload, nor undertake to collect or distribute. Hence arose the distinction which these rate clauses make between the business which railway companies alone can perform, and those which other persons can divide with them; the general charge is fixed independently of the latter; but the charging of other sums in addition is authorised in the event, but not otherwise, of the companies performing those particular services, which originally were for the most part done and charged for by the private carrier. In the Brighton Company's Act, this conditional power is

conferred by that part of clause 51 which is between brackets ; and by it the company is authorised to charge a reasonable sum for loading, covering, or unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services are performed by the company. As to the class of carrier meant by the expression "a carrier," it follows from what has been said, that, like the clauses of which it was a copy, it refers to the private carriers who at first were more than rivals of the companies as collectors and distributors of railway traffic, and consequently, as regards the power of the Brighton Company to make terminal charges, it is only where the company load or unload trucks or cover them over, or where they collect and deliver, as the carriers used to do, or perform any other services incidental to that business, that the mileage rate may be exceeded, and something additional to it claimed. Now collection and delivery are, as Chief Justice Cockburn said in *Bazendale v. Great Western Company* (Reading case), a totally different thing from carrying on the line, and it ought not therefore to be difficult to distinguish services and accommodation incidental to the one from services and accommodation incidental to the other, and to decide where the mileage rate may be exceeded, and where it may not. In this case of Hall, the Brighton Company were both carriers on their railway, and carriers to and from their stations ; and the terminal charge, which was chiefly in question, was a charge for station accommodation and use of sidings ; that charge was legal or illegal according as the use of the station and sidings was to be regarded as incidental to collecting and delivery, or to carrying on the line ; and it was our view that the station and sidings were appendages to the railway, and connected with the working of the line ; and that they were used by the company in their character of carriers on their line, and not as carriers to and from the termini. *Bazendale v. Great Western*, from which we have quoted, was a case in which the company had the same powers by their Acts to impose tolls and charges that the Brighton Company have, and what the Chief Justice, in delivering the judgment of the Court, said of those powers ought not to be lost sight of. "It is true," he said, "no doubt, that the company's Acts give them power to impose their own rates of charge for the carriage of this description of traffic (goods, that is, under 500 lb. weight), but these Acts give them no power to impose tolls or charges for collecting and delivery ; and it is palpably an abuse of their powers if, under the name of a charge for carrying on their line, they impose, otherwise than with the assent of the parties concerned, a charge for a totally different thing."

A view, however, of the clause altogether different from ours was taken by the Queen's Bench Division, upon a case stated by us for the opinion of that Court (App. 1, No. 2.), and we have inserted their judgment in one of the Appendixes to this report. A company, they said, might provide the highway and the rolling stock, and might employ their own staff to work the engines and trains, and yet not be carriers ; the business that companies did at the outset for Pickfords and other private carriers was, they said, of that sort. The companies, as employed by them, were conveyers but not carriers, and it was to the tolls the Brighton Company were to take, when acting as conveyers without being carriers, that the first part of clause 51 was to be con-

strued to have reference. At the same time any railway company might, it was added, be a railway carrier if it pleased, and the purpose of the part of the clause between brackets was to regulate the charges of the Brighton Company, in case they should act as carriers on their railway. If this is the true construction of the clause, and if "conveyance" means, as the Court explained it, nothing more than "finding the highway and the rolling stock or power," it is lawful for the company to add to the mileage rate sums of reasonable amount for any services incidental to its business or position as a carrier on its railway, and this whether it be at a terminal or an intermediate station that such services (other than loading and unloading) are performed. It is not certain that an appeal lies from this judgment, regard being had to the provisions of sect. 26 of the Act of 1873, but we believe steps have been taken for that purpose, and we cannot but think that some reasons exist for doubting whether it may not be erroneous. It is not to be questioned that in early years, in 1839 and 1840 for example, the private carriers did compete with the railway companies for railway traffic. On the London to Birmingham line they were the sole carriers of goods, and the company merely provided trucks and engines, charging the carriers a tonnage sum for the locomotive power and tolls for the goods according to their class and weight. But even so the private carriers were not independent of the company; they did not work the line, the trains were all run by the company's servants and engine-men, and the company fixed the number and times and loads of the trains, and regulated all matters of detail. But this was at no time the general system. On other lines the companies, while admitting the private carriers on to their lines, were carriers themselves, and competed with them. This was so with the Grand Junction and the Great Western, and in these cases the companies charged private carriers the same as they charged the trading public generally, but allowed them a discount or percentage off the charges in consideration of their bringing goods to the station, loading and unloading them, and taking all risks and responsibilities of loss or damage. The terms were generally embodied in agreements, and on the lines where this course was pursued there was a difference in the liabilities under which carriers' goods and the goods of others were forwarded by the companies, but the goods trains of the companies took the trucks loaded by the private carriers, just as they took trucks that they loaded themselves, and the agreements did not convert the companies from the carriers that they were as to one class of the goods into mere conveyers as to the other class. But there was also another system on which railways were worked. This was the system of the Liverpool and Manchester line, where the company were by their Act required to undertake the carriage of all goods, and where the private carriers never obtained any share of the carrying business of the line. If then it was only under such a system as that in use on the London to Birmingham line that companies could be said to act as conveyers without being carriers, and if that system was not at all a general one, and was not of long continuance anywhere, we think such restrictions on charges as those in clause 51 of the Brighton Act, and which are inserted in every Railway Act after a certain date, could scarcely have had for their object so special a case as that of companies acting as conveyers without being carriers; and we think they were inserted

because it was seen that the carriers would have to relinquish to the companies the carriage of goods on their railways, and that, in such a case as that of the companies becoming sole carriers, the requiring that their whole charge in respect of all tolls should be less in amount than the sum of the separate tolls would be perfectly reasonable. In fact, during the time the carriage of goods by rail was to a certain extent in the hands of the private carriers, Parliament seems to have been content to fix maximum tonnage tolls for the use of the highway, and frequently allowed companies to charge what they pleased for locomotive power; and the introduction of clauses like this 51st clause regulating the charges as a whole of railway companies, and making the maximum charge to include the charge for locomotive power, and for everything else incidental to conveyance, coincides with the time when the private carriers were being practically excluded by the competition of the companies.

This, at any rate, is our view (and a view, we think, supported by decisions of the Court of Common Pleas) of the first part of the clause, and there is this also to be said against taking conveyance in the narrow sense attributed to it by the Queen's Bench Division, that the word occurs in the clause next before clause 51, the rate clause for passenger traffic, and that there it is admittedly used to describe the business of a company acting as a carrier on its own behalf; and the answer of the Court to this objection, that the companies have always been the only carriers of passengers on their line, and that the terminal services rendered to passengers are unlike those rendered to goods, hardly explains it away. Another point in the case is the word "except," and the peculiar manner in which the construction of the clause adopted by the Court requires that word to be dealt with. The clause fixes a charge, and enacts that it shall cover everything incidental to conveyance except loading and collection, and it would not have done this if it had not treated loading and collection as part of the services coming within the word conveyance, and it follows, therefore, that conveyance is intended to have the same general import here that it has in common parlance; but the construction given to the clause by the Court requires that the sentence commencing with the word "except" should commence instead with some such words as these: "But in cases where the company are carriers," and the Court considered they were at liberty to substitute these words for the word "except," or to read it as equivalent to them. The judgment in this case cannot be said to be in agreement with the case of the *Aberdeen Commercial Company v. The Great North of Scotland Railway Company*, decided by the Court of Session in Scotland in 1878.

There, contrary to the view of the Queen's Bench Division, it was held that the clause of the railway company's Act, corresponding to clause 51 of the Brighton Act, did not apply to the company as toll-takers, but was a clause exclusively to regulate the charges for carriage that might be made where the company were carriers on their own line; and the Court said further, that to determine in any particular case whether a company was acting as a carrier or not, there was no better guide than to see if it did the things which the Railway Clauses Act, 1845 (sect. 86 English Act, and sect. 79 Scotch Act), authorises a company to do; if it did, then what was thus done was the work of a carrier. In this Aberdeen case, the railway company certainly did no

more for the applicants than used to be done for the private carriers: the company supplied them with waggons for their manure traffic, and the waggons were handed over to the applicants at the goods station at Aberdeen, and were by them removed to their own premises and there loaded, and returned by them to the company's goods station, and handed over to the company. The railway company supplied the locomotive power for the conveyance of the waggons to the stations to which they were directed, and the waggons on arrival were placed in the sidings of the company and their contents unloaded and removed by the consignees or the local agents of the applicants. The railway company did not load or unload any portion of the traffic, but they employed and paid the engine drivers, firemen, and brakemen of the trains, of which the waggons loaded by the applicants formed a part, and by which they were conveyed from the Aberdeen goods stations to the delivery stations; and on this state of facts the Court of Session held that the railway company were truly acting as carriers.

If the judgment of the Divisional Court in *Hall's case* is maintained by the Court of Appeal, the practical effect will be to render the maximum rates upon those lines to which it applies wholly nugatory for the purpose for which they were intended, as a protection to the public against unreasonable and excessive charges. If before a trader can ascertain what he must pay for the conveyance of goods, he is obliged to embark in an expensive and almost interminable inquiry into the cost of every station at which his traffic is dealt with, and to apportion that cost among the several classes of traffic, it is safe to say that the charges of a company will be exorbitant indeed before he submits them to a legal challenge. He will in fact be no better off than he was under the Acts passed between 1823 and 1840, which limited a company in its charges for the use of the railway, and left it free to charge a "reasonable sum" for locomotive powers and waggons. It would be much more easy to ascertain a proper charge for locomotives and waggons than for stations, because the cost of waggons and engines is uniform, or nearly so; but the cost of each station in the United Kingdom would require to be made the subject of a separate and costly litigation.

A comparison between those railway companies that enjoy the benefit of the Brighton clause with those that do not shows that there is no distinction in the amount of maximum rates in any degree commensurate with the immense difference involved in the power to charge extra for sidings and station accommodation, or, indeed, any distinction at all. If it was the intention of Parliament that, in the cases of the railways above-mentioned, the maximum rates should *include* stations, but that in other cases

they should not, it is remarkable that no attempt should have been made to adjust the amounts of the maximum rates to the nature and extent of the terminal charges. In *Berry's case* the amount claimed by the L. C. and D. R. Co. as a reasonable sum for the use of the stations amounted to 10s. 11d., while the maximum rate, at 4d. per mile, was 18s. 11d.—a sum which, on a distance of 57 miles, increased the maximum from 4d. to 6d. per ton per mile. When hops were carried only 33 miles, it meant an increase of the maximum from 4d. to 8d. per ton per mile. On hops brought only a distance of 22 miles it raised the charge to 10d. per ton per mile, at which rate the farmers found it cheaper to revert to the cart and horse as a means of conveyance.

The view taken by the Railway Commissioners in a series of cases was that the maximum rate covered not only the use of the railway and locomotive power and waggons, but "every expense incidental to conveyance". The test they applied was whether any given service was such as a carrier by railway must perform in order to earn his maximum rate, or was incidental to such carriage; if a terminal charge fell within this description it was included in the maximum unless excepted. Thus, "covering" goods is a service incidental to conveyance; in some Acts it is excepted, in which cases the Commissioners treated it as an "extra"; in others, as in the L. C. and D. R. Act, it was not excepted, and then the expense of covering was held to be included in the maximum rate. According to this view, inasmuch as the maximum rate covered conveyance on the railway only, it was not necessary that such things as collection and delivery and warehousing should have been inserted in the terminal clause; and the object, therefore, of inserting those words was to show that the business of carting and warehousing was not *ultra vires*.

The test that must now be adopted in cases where the words "services incidental to the duty or business of a carrier" are inserted in a terminal clause is, whether they are services that were usually performed by carriers forty or fifty years ago, when the work of carrying goods, in the case of some railway companies, was divided between the companies and firms like Pickford & Co., Chaplin & Horne, and others. The application of this test is by no means easy. Perhaps the simplest case is "shunting". It would be impossible for a company to carry on its traffic if goods trains were left on the main line until the waggons were unloaded. The waggons must be shunted into

sidings for that purpose. It is an expense clearly "incidental to conveyance". The Railway Commissioners, following the judgment of the House of Lords in *Gidlow's case*, held that shunting could not be charged as an "extra" in addition to the maximum rate. But now in all cases where the Brighton clause is in an Act (and in no others) the question will be whether forty-four years ago the carriers or the railway companies did the shunting. It may be that some carriers did and some did not; it may be that those carriers who did received a discount from the ordinary rates.

The difficulty of applying the test is enhanced by the consideration that the relations between the carriers and the railway companies were frequently regulated by special agreements. Almost the only definite evidence given before the Railway Rates Committee, 1881-82, by the railway managers related to the case of Pickford & Co. and the L. and N. W. R., particularly at Camden Town Station. We learn from the evidence given by Mr. J. B. Boothby, a director of the London and Birmingham (now L. and N. W. R.), before a Select Committee of the House of Commons, on 8th December, 1837, that the relations between Pickford & Co. and the railway were governed by a contract. With respect to that contract he declined to disclose the terms beyond this, that the railway company had "undertaken to build such accommodation and furnish such warehouses" as Pickford & Co. might require. In the Report of the Select Committee on Railways, 1840, we find the terms of agreement between the Grand Junction Railway (Warrington to Birmingham) and two firms of carriers. The Grand Junction Company themselves collected and delivered goods, and the question between them and the carriers was simply as to the amount of rebate that ought to be allowed out of the rates charged to the public; the consideration on the part of the carriers was "the collecting, loading, and unloading of their goods, and the delivery of them in the Grand Junction Company's stations, and to provide all sheets and ropes". The rebate was fixed at 20 per cent., and the carriers were bound not to charge the public less than the railway company charged. In the contract with Pickford & Co., these carriers undertook also to provide a daily amount of traffic, between 30 and 40 tons from each end. It will be remarked that the use of stations was common to the public and the carriers.

These observations, it must not be forgotten, are applicable only to the special Acts in force at the present time. If the



experiment of revising the classification and rates of the railway companies is successful, the law, as it now stands, will be superseded. But they are material as bearing upon the construction of the existing Acts and of the powers of the companies to charge under those Acts. The Board of Trade, in settling new schedules of rates, was relieved by the decision of the Grand Committee from the obligation to make the new rates on the whole equivalent to the old. But as the Board may take into consideration the existing maximum rates, it seems advisable, in view of the fact that *Hall's case* has not come before the Court of Appeal, to go somewhat fully into a question that has been raised, but has not yet been finally determined.

## SECTION II.—CLASSIFICATION OF GOODS.

The classification followed in the clauses of G. N. R. Act, 1850, prevailed generally in Acts passed before 1860, and in many since that date; but in some cases where companies sought amalgamation, a very much more exhaustive enumeration of goods was imposed. Examples of the latter class are the L. B. and S. C. R. Act of 1863, the Caledonian Railway Act, 1865, and the Great Eastern Railway Act, 1862. Very few cases are to be found in the reports on the construction of doubtful words in the classification of goods.

*Time from which Act speaks.*—The plaintiffs were entitled by their special Act to charge 1½d. per mile per ton for “all iron, ironstone, coal, stones, timber, and other goods and commodities whatsoever”. A subsequent Act authorised the company to determine the charge for parcels not exceeding 1 cwt., and 60 square feet of light goods were to be deemed equivalent to one ton. Defendants carried hops and wool. The jury found that at the time of the passing of the Act hops and wool were considered heavy goods, but during the time covered by plaintiffs’ claim they were by the custom of the country considered light goods. Held that they must be charged for as heavy goods. If at the time of the passing of the Act the words had been understood to mean light goods, the defendants might have opposed the alteration in the Act (*Staffordshire and Worcestershire Land Navigation v. Trent and Mersey Navigation*, 1815).

Ambiguous words must be construed with reference to their meaning at the time the Act was passed. The Court of Appeal intimated that, if the decision turned on the meaning of the words “offset plates and switches,” in sect. 76 of the Railway Clauses Act of 1845, they would not give judgment without obtaining expert evidence as to the meaning of those words in 1845 (*Woodruff v. Brecon and Merthyr Tydvil R. Co.*, 1884).

"*All other goods, wares, &c.*"—An action for trespass for seizing gravel for tolls due on a turnpike road. 35 Geo. III., cap. lxxvii., sect. 35, provided that "there shall be paid . . . 4d. for certain quantities of coals, lime, timber, bricks, stone, &c., and for every ton weight of all other goods, wares, and merchandise whatsoever". Held that under the latter words gravel and materials for the repair of the roads are liable to toll (*Coulton v. Ambler*, 1844).

"*All other metals.*"—The schedule to a Harbour Act enumerated certain dues for "copper, iron, ironware of all descriptions, lead, metals, cast metals . . . and on all other metals not enumerated, for every £10 value—10d.," and for all the goods not enumerated in the schedule one-twelfth of the freight from London to port of arrival. If silver and gold come under the first head the dues would be £113, and if under the second, £787. Held to mean metals *ejusdem generis* with others previously mentioned (*Casher v. Holmes*, 1831).

"*Export.*"—The toll for coal was 4d. per ton per mile, but "for all coal shipped on board any vessel, or in the port of Stockton-upon-Tees aforesaid, for the purpose of exportation," one halfpenny per ton. Held that this was not a cumulative but a substitutive toll.

"Exportation" includes coasting as well as foreign trade.

Lord Lyndhurst observed that there was "no reason for adopting a more restricted interpretation for the benefit of the company by whom the Act was obtained".

"It must be observed that, *in dubio*, you are always to lean against the construction which imposes a burden on the subject."—Per Lord Brougham (*Stockton and Darlington R. Co. v. Barrett*, 1844).

"*Manufactured goods.*"—One of the toll clauses of a railway company's special Act contained these words: "For all cotton and other wools, hides, drugs, manufactured goods, and all other wares, merchandise, articles, matters, or things". Coleridge, J., in delivering the judgment of the Court, said: "It was suggested that 'manufactured goods' was, like 'dry goods,' a term of art, and denoted goods supplied from what are called the 'manufacturing districts,' and which may be seen in warehouses and the shops of drapers and haberdashers marked 'fabrics'; and some such notion may have been in the mind of the framers of these sections; but there are no clear indications of this, and it was certainly the duty of the defendants, if they had intended such a limitation of words, which in their natural meaning impart a great deal more, to have taken care that such limitation should be expressed in unambiguous language. Forming the best judgment which we are able in so doubtful a matter, we think that the term 'manufactured goods' must be understood in a popular sense, and must mean not merely goods produced from the raw state by manual skill and labour, but such as are ordinarily produced in manufactories, and we should, therefore, exclude stationery and include shoes, ironmongery, glass, and drapery. It should be observed, however, that, having given what we conceive to be the meaning of the term, the application of that meaning to particular articles is a question of fact, not of law. . . . We get no assistance from the context. 'Cotton,' 'wools,' and 'drugs' may all mean articles in the raw state—probably do" (*Parker v. G. W. R. Co.*, 1856).

## SECTION III.—HOW MILEAGE IS RECKONED.

## 1. The short distance clause.

It has been pointed out that the early terminal clause was the germ of the short distance clause. It ran thus—

“For articles or persons conveyed on the railway for a less distance than six miles, the company may demand in addition to the tolls and charges for conveyance a reasonable charge for the expense of stopping, loading, and unloading” (Chester and Holyhead R. Act, 1844).

By a slight change, the short distance clause was evolved.

“For articles or persons conveyed on the railway for a less distance than six miles, the company may demand a toll as for six miles in addition to the tolls and charges for conveyance, *and* a reasonable charge for the expense of stopping, loading, and unloading” (Chichester and Shoreham R. Act, 1844).

From this, it was but one step to separate the two parts of the section and authorise charges for loading and unloading whatever distance the goods may be carried.

In *Pryce v. Monmouthshire R. Co.*, 1878-9, a question arose on the construction of sect. 105 of the Pontypool Act (see Chapter V.). By that section a fraction of a quarter of a mile “beyond four miles” was to be reckoned as a quarter. The question was whether the fraction of a mile under four miles would be reckoned for the number of quarters of a mile it contained. This question gave rise to much difference of opinion. James and Baggallay, LJJ., gave judgment for the railway company, Mellish, LJ., dissenting, and the House of Lords was equally divided. Cairns, LC., and Earl Selborne supported the judgment of the Court of Appeal, Lords Penzance and O’Hagan *contra*. The opinion of the Lord Chancellor was that a rate per ton per mile is rateable *quoad* the mile and *quoad* the ton, and that for any distance less than a mile and for any quantity less than a ton a charge may be made for the actual distance and actual weight. This view was not affected by the subsequent words “beyond four miles”; it being necessary to give express power to charge for a fraction of a quarter as for a whole quarter. Lords Penzance and O’Hagan held that the words, being ambiguous, should be construed against the railway company, in accordance with the view expressed by Lord Brougham in the case of *Stockton and Darlington R. Co. v. Barrett*, 1844.

2. Calculation of tolls where railways are amalgamated (31 and 32 Vict., cap. 119).

"91. And whereas authority has been given by various Acts of Parliament to railway companies to demand tolls for the conveyance of passengers and goods, and for other services, over the fraction of a mile equal to the toll which they are authorised to demand for one mile; therefore, in cases in which any railway shall be amalgamated with any other adjoining railway or railways, such tolls shall be calculated and imposed at such rates as if such amalgamated railways had originally formed one line of railway."

3. Where one company works two lines (31 and 32 Vict., cap. 119.

"18. Where two railways are worked by one company, then in the calculation of tolls and charges for any distances in respect of traffic (whether passengers, animals, goods, carriages, or vehicles) conveyed on both railways, the distances traversed shall be reckoned continuously on such railways as if they were one railway."

*L. and Y. R. Co. v. Gidlow*, 1873. A special Act provided that when goods were carried partly on the company's railway and partly on some other railway of which they were joint owners, or which they had a right to use, for a less distance than six miles, the company should be entitled to charge as for six miles. The Act also provided that the toll for goods carried over the company's line and over other portions of other lines of which they were part owners, or which they had a right to use, should be computed as if the company's line and the said portions of the said other lines formed one railway. G. sent coal from Hindley to Windermere, which went by the L. and Y. R. from Hindley to Wigan, a distance under six miles, and thence over the old North Union R. to Windermere. The distance to Wigan was under six miles. Held that the whole journey must be counted as one railway and the terminal clause was inapplicable. The coals were delivered on a Declaration Form :

For.	Destination.	Quality.	Waggon.	Tons, cwt.
Agency.	Windermere.	Coal.	No. 54.	7 15.

One was made out for the L. and Y. R. and one for the L. and N. W. R., which jointly worked the North Union Railway with the L. and Y. Held that these could not be treated as separate and independent contracts (*L. and Y. R. Co. v. Gidlow*, 1875).

4. A company is entitled to charge for the actual distance over which goods, &c., are carried, even if the route is not the shortest, provided it is reasonable.

Goods from Southampton to Luton should leave the L. and S. W. R. at Clapham Junction, but all through waggons are taken on to Nine Elms and thence sent back *vid* Clapham. It was held by the County Court judge, for reasons connected with the working of the traffic, that the route was, under the circumstances, reasonable, but that the company could not charge for the extra mileage to and from Nine Elms and Clapham Junction. Held (Bovill, C.J., Willes, Keating, and Brett, JJ.) that, the route being reasonable, the company were entitled to charge for the whole distance traversed (*L. and S. W. R. Co. v. Myers*, 1869).

#### SECTION IV.—PARCELS.

For specimens of Parcels clause, see Acts quoted in Chapter V.

Aggregates, composed of separate packages of drugs, drapery, glass, and stationery, which in the classification adopted by the railway company were in the same class—that is, were all charged at the same rate—cannot be reckoned together so as to bring them above the 500 lb. limit; but only aggregates of identical things, like separate bags of flour.

The plaintiff sends a number of separate parcels, each assumed to contain only one kind of goods—drugs, drapery, glass, or stationery. Each weighed less than 500 lb., but together they exceeded 7 cwt. Drugs, drapery, glass, and stationery were all included in the 4th class of the company's classification for tonnage rates. The invoice was as follows :

Name of Mark.	No.	Description of Package.	Contents.	Weight, cwt., qr., lb.	Railway Charge.
Simmonds .....	1	Box	Glass	— 1 —	4d.
Langford .....	1	Do.	Stationery	— 1 —	4d.
Ryott .....	1	Hamper	Shoes	1 — —	9d.
Parnham .....	1	Do.	Drapery	6 — —	6d.
Wheeler .....	1	Basket	Ironmongery	— — 14	4d.
				7 2 14	

The plaintiff claimed that these separate parcels should be aggregated and carried at the tonnage rate. Held that the mere fact of the several descriptions of goods being classed together for the tonnage rates was immaterial and had nothing to do with the parcels clause, and that the plaintiff must pay for each at the parcels rate (*Parker v. G. W. R. Co.*, 1856).

## CHAPTER III.

### TERMINAL CHARGES.

#### SECTION I.—TERMINAL SERVICES AND REASONABLE CHARGES.

A TERMINAL charge is a sum that a company is entitled to demand *in addition to* the maximum rate. *Hall's case*, which has been already considered, casts more or less of a cloud over the Railway Commissioners' decisions. Nevertheless it would seem expedient to present a brief abstract of the cases that have been before them, showing (1) what they considered to be terminal services, and (2) what sums they held to be reasonable to charge for such service.

I. CARTAGE. COLLECTION AND DELIVERY.—The Commissioners, under sect. 15 of the Traffic Act, 1873, have power to determine what is a reasonable sum for any terminal service. Two cases have been tried.

(1.) Cartage of *hops* from Blackfriars Station in London to the Borough. 4d. per pocket was allowed, equal to about 4s. per ton (*Berry v. L. C. and D. R. Co.*, 1884).

(2.) The charge for cartage of *wire iron rods* made by the G. W. R. Co. from Hockley Station at Birmingham within a radius of one and three-quarter miles was 2s. Applicant's works were three-quarters of a mile, and he proved that he could get his goods carted for 1s. Held that a uniform charge within a fixed area was a convenience to the public and that 2s. was a reasonable sum (*Kempson v. G. W. R. Co.*, 1884-5).

II. LOADING AND UNLOADING.—It has been already pointed out that, under the early form of terminal clause, the payment for loading and unloading was included in the maximum tolls for distances exceeding four or six miles. In some acts of much later

date loading and unloading are sometimes excluded specifically from the category of terminals and included in the maximum rate. Thus the Caledonian Amalgamation Act, 1865, fixes rates diminishing with distance (from 2½d. to 1d. per ton per mile) for "grain, corn, pulse, flour, meal, malt, field seeds, apples, pears, onions, potatoes, and carrots". If any of these articles is conveyed for not more than ten miles a maximum of 4d. per ton is fixed for loading and the same for unloading; if conveyed more than ten, and not more than fifteen, 4d. is the maximum for both services; if for more than fifteen miles, no charge is to be made for loading or unloading. In the case of rags, paper, ale, porter, beer, whisky, and empty return casks, the charge for loading and unloading is included in the maximum rate for whatever distance these articles are conveyed.

Before *Hall's case* an attempt was made to induce the Railway Commissioners, in determining what was a reasonable sum for the service, to include not merely the cost of labour or of mechanical appliances, but the cost of the sidings on which the loading took place. But in that case, the Commissioners said: "Even if loading refers to more than mere labour, it would not extend beyond appliances provided expressly to accomplish the same work that is performed by labour". For the moment, where a railway company has a Brighton clause the point is determined in their favour, on the more sweeping ground that for all sidings and station accommodation an additional terminal charge may be made in excess of the maximum rate.

The practice of the railway companies, speaking generally, with respect to loading and unloading, depends upon the nature of the goods. Articles included in the Mineral Class (according to the classification of the Railway Clearing House) the companies do not profess to, and usually do not, either load or unload. Goods carried at station to station rates (not minerals) are not subject to any general rule. Usually the company's servants assist in the loading and unloading of the waggons, but there is no uniformity of practice. Much depends, especially at small stations, on the strength of the company's staff. With respect to goods carried at C.D. rates, that is, collected and delivered by the company, loading and unloading are necessarily included.

The amount to be allowed as a reasonable sum for loading and unloading goods naturally varies; the undermentioned cases have been decided as a question of rebate on an application to restrain

undue preference or as a distinct question under sect. 15 of the Traffic Act, 1873.

(1.) *Staves*.—4½d. per ton was held to be a reasonable sum (*Bell v. L. and N. W. R. Co.*, 1875).

(2.) *Hay and Straw*.—2d. per ton allowed for assistance in loading or unloading, the railway company's servants doing half the work (*Coxon v. N. E. R. Co.* (No. 2), 1883). In another case 3d. was allowed for the whole service of loading straw and hay at country stations (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

(3.) *Hops*.—9d. per score pockets was fixed for loading by manual labour at a country station, or half that amount for "assistance in loading". This is equivalent to 6d. per ton nearly. For unloading at Blackfriars in London (for special reason) 1s. 6d. per score was fixed (*Berry v. L. C. and D. R. Co.*, 1884).

(4.) *Cement*.—Unloading of—at Battersea Wharf—4d. per ton was allowed (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

(5.) *Oats, hair*.—Loading at Willow Walk, London, 4d. per ton was authorised (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

(6.) *Undamageable iron—iron wire*.—For loading or unloading 5d. per ton was permitted (*Kempson v. G. W. R. Co.*, 1884-5).

III. PROVIDING SHEETS AND COVERING.—A company is not entitled to make a charge under this head, unless "covering" is specifically mentioned in the terminal clause (*Berry v. L. C. and D. R. Co.*, 1884). So held by the Railway Commissioners, but *quære* in cases governed by the judgment of the Divisional Court in *Hall's case*.

Where a company's Act entitles it to make a charge for "providing covers," the Commissioners, in estimating a reasonable sum for the service, take into account the labour involved in putting the covers on the waggons (*Coxon v. N. E. R. Co.* (No. 2), 1883); and so, when the word "covering" only is used, the cost of the sheets is to be reckoned (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

For the use of sheets belonging to one railway company by another the following charges are given in the Report of the Joint Committee, 1872, as in force under the regulations of the Clearing House. Mileage is charged for use of sheets, both outward and homeward.

For 60 miles and under, 166¾d. per sheet per mile.

61—66 miles, 10d. per sheet.

67—80 „ 15d. per sheet per mile.

81—90 „ 1s. per sheet.



In two cases the Railway Commissioners were called upon to decide a reasonable sum for "sheeting". In *Coxon v. N. E. R. Co.*, 1883, the question arose in connection with the hay and straw traffic. A full load of hay or straw is  $1\frac{1}{2}$  tons, and two sheets are required for a waggon. In this case, special stress was laid upon the length of time during which the sheets were kept in use, and 1s. per ton (equal to 9d. per sheet) was allowed when two sheets were used. 2d. per ton was allowed for the labour of covering. But in the next case (*Hall v. L. B. and S. C. R. Co.*, 1884-5) the Commissioners fixed the amount per sheet instead of per ton. 6d. per sheet was fixed as a reasonable sum for the use of the sheet, and 3d. for the sheeting if only one cover was used, or 2d. each if more were used.

IV. USE OF STATIONS AND SIDING ACCOMMODATION.—The following is a list of the cases in which a claim to charge beyond the maximum rate was considered by the Railway Commissioners.

*Howard v. Mid. R. Co.*, 1878. In this case the applicant claimed a rebate from the S. to S. rates in respect of the bulk of his traffic, which was loaded and unloaded in his private siding, and did not require or obtain the siding or station accommodation supplied by the company to other traders. The Commissioners decided against the applicant, principally on the ground that the expense of siding and station accommodation was an integral part of the maximum rate.

*Chatterley Iron Co. v. North Staffordshire R. Co.*, 1878. In this case it was expressly decided that a company could not make an extra charge for "use of sidings for shunting and unloading" beyond the maximum rate.

*Isle of Wight (Newport Junction) R. Co. v. Isle of Wight R. Co.*, 1882. Upon an application for through rates, the Commissioners again held that payment for sidings and unloading platforms was included in the maximum rate, and could not be made the subject of an extra charge.

*Neston Colliery Co. v. L. and N. W. R. Co. and others*, 1883. "Providing and maintaining siding accommodation" was held, following the other decisions, to be included in the maximum rate.

*Berry v. L. C. and D. R. Co.*, 1884. In this case, the special Act did not contain the words "services incidental to the duty or business of a carrier," and the judgment, negating the claim of

the company to make a charge beyond the maximum rates, seems to be unaffected by the judgment of the Divisional Court in *Hall's case*.

*Hall v. L. B. and S. C. R. Co.*, 1884-5. *Kempson v. G. W. R. Co.*, 1884-5. In both these cases the Commissioners followed their previous decisions. In *Hall's case* an appeal was allowed by way of a case stated, with the result of reversing the principle on which nearly all terminal questions had been decided by the Commissioners. In *Kempson's case* a rule *nisi* for a writ of prohibition was obtained, but, after the judgment in *Hall's case*, it was allowed to drop.

V. SETTING APART A PLACE AT A STATION FOR THE USE OF A COLLIERY OWNER FOR STORING COAL was held not to be a terminal service, for which a charge could be included in this rate (*L. and Y. R. Co. v. Gidlow*, 1875). "That may or may not be a matter for which the company might have made an agreement and required payment, but it undoubtedly is not a 'service performed' by the company for the colliery owner."—Per Cairns, L.C.

"They say they are entitled to a charge in respect of 'services incidental to the duty or business of a carrier'. This is not a 'service incidental to the business of a carrier,' but the directors became, as it were, warehousemen, by reason of their permission of this standing."—Per Lord Chelmsford.

But in *Dunkirk Colliery Co. v. M. S. and L. R. Co.*, 1876, it was held that providing coal shoots for the purpose of unloading coals was accommodation over and above that which a station must necessarily contain, and that a charge for "the use of" these coal shoots came within the terminal clause, 2d. per ton being fixed as a reasonable sum.

VI. INVOICING, ADVISING CONSIGNEE OF ARRIVAL, CLERKAGE, WEIGHING, CHECKING, LABELLING, AND WATCHING GOODS AT A TERMINAL STATION.—The law reports contain two cases with respect to "weighing".

*Edwards v. G. W. R. Co.*, 1851. In this case a carrier who collected parcels claimed a deduction on the ground that he loaded and weighed the goods, and saved labour to the railway company. The Court held, however, that he did so for his own convenience, and could not demand a rebate on that account. The same principle would seem to apply when a railway company weigh goods

for their own protection. But when goods are weighed at the request of a customer for his convenience, a special charge may be made (*L. and N. W. R. Co. and others v. Price & Son*, 1883).

The Railway Commissioners, in dealing with the above-mentioned items, acted on the view that a railway company, being an insurer of goods charged at a maximum rate, and having also to calculate the price of carriage according to class and tonnage, finds it necessary in its own interests to check, weigh, label, and watch, and to write out way-bills, invoices, and accounts, and that no addition to the maximum rates could be made for such services.

In *Hall's case*, however, the Divisional Court held that these items are included in the exception, as "services incidental to the business of a carrier," for which a charge beyond the maximum rate may be made.

VII. WHARFAGE.—Use of riverside premises at Deptford for landing coal direct from steamers, and of costly hydraulic machinery for hoisting coal from the holds of steamers into railway waggons and for weighing by sworn meter, and including the cost of labour. Claim 2s. per ton; 1s. 6d. allowed (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

VIII. SHUNTING AND MARSHALLING TRAINS.—(1.) *L. and Y. R. Co. v. Gidlow*, 1875. This case was decided upon 22 and 23 Vict., cap. cx., sects. 8, 66, containing words similar to the Brighton clause. It was a case stated by an arbitrator. He found that no services were rendered at Hindley or Wigan Junction, "beyond such as are the necessary and usual services when the company furnish the locomotive power—that is to say, when the waggons were to be taken from any particular station, taking Gidlow's waggons out of the siding and attaching them to that train; and when the waggons were to be left at any particular station, unhooking the said waggons and shunting them into the siding at that station".

The Court of Exchequer Chamber, as to the alleged services, held "That they were only those which were inevitable to the business of the company, and without which that business could not be carried on, so that they could not be called special services". This judgment was affirmed by the House of Lords.

Per Cairns, L.C.:—"The finding of the arbitrator clearly negatives

the performance of any services that could come within the 66th section."

(2.) *Watkinson v. Wrexham, Mold, and Connah's Quay R. Co.*, 1876-7. "The complainants had private sidings connecting their brickworks and collieries with the company's railway from Buckley to Connah's Quay, and they complained of the company charging them threepence a ton for taking waggons from the sidings to the line and returning them from the line to the sidings. A mileage at the maximum rate allowed by the special Act was charged for conveyance over the railway, and conveyance, it was argued, included the necessary work of making up a train and drawing waggons from the sidings at which the train stopped. We determined that the facilities demanded of the company for receiving the traffic were no more than reasonable under the circumstances of the line, and that the service performed was covered by the mileage rates, and the extra charge therefore one not authorised to be taken" (4 Rep. R. C. 2).

(3.) *Neston Colliery Co. v. L. and N. W. R. Co. and others*, 1883. The railway company claimed threepence per ton for coals for "marshalling trains and providing sidings for that purpose". The Commissioners decided against the claim.

The Commissioners, following *L. and Y. R. Co. v. Gidlow*, 1875, have decided in all the cases brought before them that no charge beyond the maximum rate can be made for shunting or marshalling as described by the arbitrator in that case; and to this extent their decisions are not affected by *Hall's case*.

The circumstance that an applicant's traffic requires to be taken an extra distance into a station before it can be marshalled is not a ground for making a terminal charge, but must be treated as an addition to the mileage (*Dunkirk Colliery Co. v. M. S. and L. R. Co.*, 1876).

But under circumstances somewhat analogous to those in *L. and S. W. R. Co. v. Myers*, 1869, the Commissioners allowed 1s. per ton for haulage between a private siding and a goods yard (*Hall v. L. B. and S. C. R. Co.*, 1884-5).

A claim, however, for the use of locomotives or horses for placing waggons in position to be loaded or unloaded, and for special shunting by process known as "roping," was disallowed (*ibid.*).

#### IX. SIGNALLING AND INTERLOCKING APPARATUS.—Providing and

maintaining an expensive signalling and interlocking apparatus and payment of pointsmen and signalmen are not "extraordinary services" within the meaning of the terminal clause, so as to justify an addition to the maximum rate (*Neston Colliery Co. v. L. and N. W. R. Co. and others*, 1883), unless they are required exclusively for the working of traffic from a private siding (*Dunkirk Colliery Co. v. M. S. and L. R. Co.*, 1876). In this last case 3d. per ton was allowed for these services. (On the same subject, see also *Woodruff v. Brecon and Merthyr Tydvil R. Co.*, 1884; and *Todd v. Mid. G. W. of Ireland R. Co.*, 1881.)

X. A claim was made of 2d. per ton on coal and lime for SPECIAL COST OF WORKING AT A JUNCTION, the traffic passing by a steep incline from one railway to the other. Held to be covered by the mileage rate (*Young v. Gwendraeth Valleys R. Co.*, 1883).

XI. BACK HAULAGE OF EMPTY WAGGONS is not an "extraordinary service" within the meaning of the terminal clause (*Dunkirk Colliery Co. v. M. S. and L. R. Co.*, 1876; *Neston Colliery Co. v. L. and N. W. R. Co. and others*, 1883).

XII. EXAMINING AND GREASING THE WAGGONS belonging to a colliery company is not a terminal or "extraordinary service" (*Neston Colliery Co. v. L. and N. W. R. Co. and others*, 1883).

XIII. THE USE OF WAGGONS before transit begins and for 48 hours after notice of arrival. *Hall v. L. B. and S. C. R. Co.*, 1884-5. For this a claim was made of 3d. per ton. The Commissioners held that although an unreasonable detention of waggons might support a claim for demurrage, the sum demanded was more in the nature of a penalty for misconduct than a terminal charge, and could not, in any view, form part of a gross rate.

XIV. USE OF COMPANY'S WAGGONS while on private sidings waiting to be loaded or unloaded. *Hall v. L. B. and S. C. R. Co.*, 1884-5. On this ground a claim was made, in one instance, of 4d. per ton, and, in another, of 6d. per ton; but it was found that waggons on private sidings earned at least as much as waggons on company's sidings, and that there was no basis of fact in this case to support the claim, even if it were tenable in law.

XV. A claim was made of 2d. per ton for the SUPPLY OF EMPTY WAGGONS on the ground that the outward traffic at (1) a private

siding, and (2) a station from which applicant received traffic, was greatly in excess of the inward traffic. Held, by the Commissioners, that, unless a company was put to some special expense in supplying waggons, an addition to the ordinary rate was not admissible. The mere fact that the outwards traffic exceeded the inwards, or *vice versa*, was no such ground.

In the *Neston Colliery case*, *Hall's case*, and *Young v. Gwen-draeth*, other claims were made for terminal charges, but under circumstances purely local, for which the reader is referred to the reports.

## SECTION II.—DISTINGUISHING TERMINALS FROM MILEAGE RATE.

[The charges made by railway companies as carriers of goods, owing to the fact that most railway companies collect and deliver, and most give some assistance in loading or unloading, are composed of two parts—(1) so much per ton per mile, governed by the maximum rate clause, and (2) so much for loading or unloading, collection or delivery, an amount controlled by the terminal clause. While the first part is fixed and definite, the second is variable, subject only to the condition that it must not be unreasonable. It is obvious that unless the Legislature makes some provision for the separation of those two parts of an undivided charge, it may be extremely difficult for a trader to ascertain whether or not a railway company exceeds its maximum rates. No doubt, if he brings an action for over-charges, he may obtain particulars showing how much of the rate is for conveyance on the railway and how much is for terminal or other services; but that is not enough, for a trader naturally desires, before embarking in litigation, to know what the terminal charges are, in order that he may form an opinion as to their reasonableness. It was not until 1868 that even an elementary provision was made by the Legislature for this purpose. The Regulation of Railways Act, 1868, provided—

“17. Where any charge shall have been made by a company in respect of the conveyance of goods over their railway, on application in writing within one week after payment of the said charge made to the secretary of the company by the person by whom or on whose account the same has been paid, the company shall within fourteen days render an account to the person so applying for the same, distinguishing how much of the said charge is for the conveyance of the said goods on the railway, including therein tolls for the use of the railway, for the use of carriages, and for locomotive power, and how much of such charge is for loading and unloading, covering, collection, delivery, and for

other expenses, but without particularising the several items of which the last-mentioned portion of the charge may consist".

This enactment was almost useless ; it required a railway company to do what any trader could do for himself ; for after allowing the maximum rate, the balance of any charge must be justified, if at all, as terminals.] [The next step was taken in the Traffic Act, 1873.

"14. Every railway company and canal company shall keep at each of their stations and wharves a book or books showing every rate for the time being charged for the carriage of traffic, other than passengers and their luggage, from that station or wharf to any place to which they book, including any rates charged under any special contract, and stating the distance from that station or wharf of every station, wharf, siding, or place to which any such rate is charged.

"Every such book shall during all reasonable hours be open to the inspection of any person without the payment of any fee.

"The Commissioners may from time to time, on the application of any person interested, make orders with respect to any particular description of traffic, requiring a railway company or canal company to distinguish in such book how much of each rate is for the conveyance of the traffic on the railway or canal, including therein tolls for the use of the railway or canal, for the use of carriages or vessels, or for locomotive power, and how much is for other expenses, specifying the nature and detail of such other expenses.

"Any company failing to comply with the provisions of this section shall for each offence, and in the case of a continuing offence, for every day during which the offence continues, be liable to a penalty not exceeding five pounds, and such penalty shall be recovered and applied in the same manner as penalties imposed by the Railways Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation (Scotland) Act, 1845 (as the case may require), are for the time being recoverable and applicable." ]

Before stating the cases that have been decided by the Railway Commissioners under this section, it may be convenient, even at the risk of repetition, to complete the statutory provisions on this subject, by inserting here [sub-section 3 of section 33 of the Traffic Act, 1888.

(3.) The company shall, within one week after application in writing made to the secretary of any railway company by any person interested in the carriage of any merchandise which has been or is intended to be carried over the railway of such company, render an account to the person so applying in which the charge made or claimed by the company for the carriage of such merchandise shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any), and from the dock charges (if any), and if any terminal charge or dock charge is included in such account the nature and detail of the terminal expenses or dock charges in respect of which it is made shall be specified.  

It will not in future be necessary to go to the expense of filing an application to secure the observance of sect. 14 of the Traffic Act, 1873, and of this sub-section, but proceedings may be taken before the Railway Commission in a summary way by summons.

*Cases decided under sect. 14 of the Traffic Act, 1873.*

1. *Goddard v. L. and S. W. R. Co.*, 1874. In this case complaint was made against the company under sect. 2 of the Traffic Act, 1854, of undue preference, by making insufficient rebate to the applicants for cartage at Salisbury and London, and thereby giving themselves or their agents an undue preference as carters. The Commissioners held the complaint to be proved; but "as it was not shown how much of the gross or compound rate was for cartage, it was not a case for an injunction, but for a proceeding under the 14th section of the Act of 1873, which gives us power, upon application, to require a railway company to divide a rate into the several parts of which it is made up, and to show separately how much is for carriage on the railway and how much for terminals and cartage" (1 Rep. R. C. 2).

2. *Bailey v. L. C. and D. R. Co.*, 1875. Applicant was charged 2s. per ton for sand between Penge and Sevenoaks. The order was drawn up by consent, although the company claimed a right to charge 3s. 2d. per ton by their Act.

3. *Ivens v. L. and N. W. R. Co.*, 1875. This case is not reported in R. and Can. Tr. Cases, but is mentioned in the reports of the Railway Commissioners, who make the following observations upon it in their Third Report:

"The rate books must also show, if we require it, how much of each rate is for conveyance and how much for terminal expenses, and a case of *Ivens v. London and North-Western Railway Company* illustrated the usefulness of such information. In pursuance of an order we had made, as mentioned in our last Report, the company's rates for timber from Rugby and Marton were stated in the books kept at those stations to include 2s. per ton for station accommodation, and 6d. ditto for crantage, &c., upon which the complainant applied to us to determine the right of the company to make such terminable



charges, and before coming on for a hearing, the case was settled by the company agreeing to reduce the terminals to 6d., and to adjust accounts with the complainant on that footing for six years back, and also to pay his costs."

4. *Robertson (trading as Fishbourne & Co.) v. G. S. and W. of Ireland R. Co.*, 1876 (No. 1), (No. 2). In both cases the complaint was that the company allowed more to their own carting agent for parcels than to the applicant. In No. 1 (but not in No. 2) it was proved that the parcel rate included charges for more than conveyance, and the company was required "to state in their notices to the public the particular sums included in the parcels rate for collection, such sums not being payable to the company where they were not employed to collect" (3 Rep. R. C. 3).

5. *Amey v. L. and S. W. R. Co.*, 1881. This was a refusal to state the terminal charges for milk, ale, and other goods. The company consented to the order and paid costs.

6. *Colman v. G. E. R. Co.*, 1882. The company gave particulars, enumerating in detail the several services for which they claimed to charge, but not saying how much of the total charge was due in respect of each of such services. On an application for penalties for disobedience to a consent order, the Commissioners held that this was not sufficient, and that the company must state how much they charge for each of the terminal services, distinguishing whether the charge is for both terminal stations or only at one.

7. *Cairns v. N. E. R. Co.*, 1883. *Coxon v. N. E. R. Co.* (No. 1), 1883. The only question was as to costs. "The applicants had tried to get the company to give the information voluntarily, and had been refused, and the question was whether they were not only entitled to an order, but to an order with costs. If there was no general duty to furnish such information on request, and the object of not requiring companies to publish it, except under an order, was merely to confine publication to cases where the information was of sufficient importance to be of public interest, we should not give costs, but it would be otherwise if the section proceeded upon the view that every railway customer or person interested was entitled to know how a rate was made up, and if to enforce the performance of that duty was the object aimed at in making companies in default liable to be required to set out all the details in their rate book for everyone to inspect. The latter is the sense in which we have always taken the section, and the applicants having in vain asked for the information, and having consequently been obliged to resort to their remedy under the Statute, the order made was made with costs" (10 Rep. R. C. 6).

8. *Berry v. L. C. and D. R. Co.*, 1884. The charge for carriage of hops from Selling to London was 3s. per pocket, a sum in excess of the maximum rate. Before the hearing of the application, the rate was withdrawn. Held that the company must distinguish the terminal charges, as the rate complained of was in operation at the time the application was made.

9. *Hall v. L. B. and S. C. R. Co.*, 1884. In this case the question was the same as in No. 6 above mentioned. The company enumerated no fewer than fifteen items, alleged to be terminal services, affecting some part or other of applicant's traffic. It was held that it was not necessary to divide the actual balance after allowing for the maximum rate among these items; it was sufficient to specify, with reference to each item, how much the company claimed

a right to charge, although the aggregate of these claims greatly exceeded the amount actually charged in excess of the maximum rate.

10. *Birchgrove Steel Co. v. Mid. R. Co.*, 1887. This was the first application under sect. 14 after the judgment of the Divisional Court in *Hall's case*. "The real test of what is sufficient division is that each service which is capable of being performed as a separate service without performing the other parts of the service ought to be separately charged for."—Per Mr. Commissioner Miller, Q.C. (5 R. and Can. Tr. Cas. 233). The observations of the Commissioners on this case in their Thirteenth Report, p. 6, may be quoted :

"The applicants sought to obtain details of the sums charged to them for the carriage of their goods to and from Swansea and elsewhere, other than as mileage rates. A railway company is bound to give information as to the division of rates, and if a freighter is refused it, and applies to us, we order the information to be set out and published in the rate book. In this case the Midland Company were charging more than double the sum they were empowered to take as the mileage rate, and the extra charge was stated to be an addition for terminal expenses, the list of which included collection, cartage, loading, weighing, cramage, covering, shunting, special siding accommodation, waiting instructions for delivery, distribution, and collection in the applicant's yards and sidings, and a toll at Swansea. But the items, making up the charge for these expenses, were by no means as separately given as the expenses themselves, several expenses, not all even of a like nature, being grouped together and set against a single item of the charge ; and we held that the applicants were entitled to more specific information than that. The judicial opinion expressed in the case of *Hall v. the London, Brighton, and South Coast Railway Company* makes the liability of companies to afford due information as to the details of a rate of more importance than ever. That opinion allows of very miscellaneous services being made the subject of charge, but lays it down that the companies are still responsible to us for what they add to the mileage rate in respect of each of them ; and if a rate includes remuneration for certain services, and, as a matter of fact, in any case all of such services are not actually rendered, part of the rate ought to come off it ; and it is therefore necessary that the part attributable to each service should be known. Moreover, companies are restricted to sums that are reasonable and proportionate to the expense ; and it may be doubted whether expenses should be admitted against a rate which are scarcely reducible to even a nominal charge at per ton. One or two of such expenses seem to find a place in the Midland Company's list in this case. It might make no difference, for instance, in the trouble and expense of 'waiting for instructions for delivery,' whether it was a ton, or a truck, or a whole large consignment that had to be delivered ; and, probably, no tonnage charge could be fixed, however small, which would not be liable to be in excess of what was reasonable."

*Waddell v. N. E. R. Co.*, 1888. "This was an application under sect. 14 of the Act of 1873 by the owners of a stone quarry for particulars of the rates they were charged for the carriage of stone, and which they alleged to be so high as to exclude it from the market. The rates had not, it appeared, been made up on the basis of so much being required for cost of carriage and so much for terminal expenses ; they were merely integral sums considered by the

company to be reasonable under the circumstances ; and the company could only state generally that they consisted of tolls so far as tolls could be charged, and of terminals for anything over. But when a rate is more than can be charged for 'conveyance' only, a company is bound on demand to state in detail what the other expenses are for which a charge is included in the rate, and the company in this case consented to an order against them with costs to give the particulars. They then stated that where their rates exceeded what they had power to charge for 'conveyance' only, the difference in each case was in respect of 'the use of waggons off the company's line' ; but they admitted that this would not account for the difference in all cases, and the matter ended in their determining, as regards the carriage of the stone, to waive making any charge in future in addition to tolls, and to refund any difference between the rates so revised and the higher rates previously paid. But it does not follow that there were no terminal expenses in this case, in respect of which the difference could not have been justified. There may, or there may not have been, but the difference here was small, and where that is so details such as those required by sect. 14 cannot always be given without inconvenience, for a company cannot make different charges to different persons for the same service, and the sum with which a company is content in one case may, under the obligation of charging equally under like circumstances, become the limit of what it can charge in other cases " (14 Rep. R. C. 7).

### SECTION III.—A REASONABLE SUM FOR TERMINAL CHARGES, HOW ASCERTAINED.

15. The Commissioners shall have power to hear and determine any question or dispute which may arise with respect to the terminal charges of any railway company, where such charges have not been fixed by any Act of Parliament, and to decide what is a reasonable sum to be paid to any company for loading and unloading, covering, collection, delivery, and other services of a like nature ; any decision of the Commissioners under this section shall be binding on all courts and in all legal proceedings whatsoever (Traffic Act, 1873).

The cases that have been decided under this section have already been enumerated. Notwithstanding the first words of the section, the Commissioners allowed an appeal by way of case stated on a question of law in *Hall's case*, and it is presumed that such an appeal may now be brought under sect. 17 of the Traffic Act, 1888.

## CHAPTER IV.

### REVISED CLASSIFICATION OF TRAFFIC AND SCHEDULE OF RATES.

#### RAILWAY TRAFFIC ACT, 1888.

[ 24. (1.) Notwithstanding any provision in any general or special Act, every railway company shall submit to the Board of Trade a revised classification of merchandise traffic, and a revised schedule of maximum rates and charges applicable thereto, proposed to be charged by such railway company, and shall fully state in such classification and schedule the nature and amounts of all terminal charges proposed to be authorised in respect of each class of traffic, and the circumstances under which such terminal charges are proposed to be made. In the determination of the terminal charges of any railway company regard shall be had only to the expenditure reasonably necessary to provide the accommodation in respect of which such charges are made, irrespective of the outlay which may have been actually incurred by the railway company in providing that accommodation.

(2.) The classification and schedule shall be submitted within six months from the passing of this Act, or such further time as the Board of Trade may, in any particular case, permit, and shall be published in such manner as the Board of Trade may direct.

(3.) The Board of Trade shall consider the classification and schedule, and any objections thereto, which may be lodged with them on or before the prescribed time and in the prescribed manner, and shall communicate with the railway company and the persons (if any) who have lodged objections, for the purpose of arranging the differences which may have arisen.

(4.) If, after hearing all parties whom the Board of Trade consider to be entitled to be heard before them respecting the

classification and schedule, the Board of Trade come to an agreement with the railway company as to the classification and schedule, they shall embody the agreed classification and schedule in a Provisional Order, and shall make a report thereon, to be submitted to Parliament, containing such observations as they think fit in relation to the agreed classification and schedule.

(5.) When any agreed classification and schedule have been embodied in a Provisional Order, the Board of Trade, as soon as they conveniently can after the making of the Provisional Order (of which the railway company shall be deemed to be the promoters), shall procure a Bill to be introduced into either House of Parliament for an Act to confirm the Provisional Order, which shall be set out at length in the schedule to the Bill.

(6.) In any case in which a railway company fails within the time mentioned in this section to submit a classification and schedule to the Board of Trade, and also in every case in which a railway company has submitted to the Board of Trade a classification and schedule, and after hearing all parties whom the Board of Trade consider to be entitled to be heard before them, the Board of Trade are unable to come to an agreement with the railway company as to the railway company's classification and schedule, the Board of Trade shall determine the classification of traffic which, in the opinion of the Board of Trade, ought to be adopted by the railway company, and the schedule of maximum rates and charges, including all terminal charges proposed to be authorised applicable to such classification which would, in the opinion of the Board of Trade, be just and reasonable, and shall make a report, to be submitted to Parliament, containing such observations as they may think fit in relation to the said classification and schedule, and calling attention to the points therein on which differences which have arisen have not been arranged.

(7.) After the commencement of the session of Parliament next after that in which the said report of the Board of Trade has been submitted to Parliament, the railway company may apply to the Board of Trade to submit to Parliament the question of the classification and schedule which ought to be adopted by the railway company, and the Board of Trade shall on such application, and in any case may, embody in a Provisional Order such classification and schedule as in the opinion of the Board of Trade ought to be adopted by the railway company, and procure a Bill to be introduced into either House of Parliament for an Act to confirm the

Provisional Order, which shall be set out at length in the schedule to the Bill.

(8.) If, while any Bill to confirm a Provisional Order made by the Board of Trade under this section is pending in either House of Parliament, a petition is presented against the Bill or any classification and schedule comprised therein, the Bill, so far as it relates to the matter petitioned against, shall be referred to a Select Committee, or, if the two Houses of Parliament think fit so to order, to a joint Committee of such Houses, and the petitioner shall be allowed to appear and oppose as in the case of a private Bill.

(9.) In preparing, revising, and settling the classifications and schedules of rates and charges, the Board of Trade may consult and employ such skilled persons as they may deem necessary or desirable; and they may pay to such persons such remuneration as they may think fit and as the Treasury may approve.

(10.) The Act of Parliament confirming any Provisional Order made under this section shall be a public general Act, and the rates and charges mentioned in a Provisional Order as confirmed by such Act shall, from and after the Act coming into operation, be the rates and charges which the railway company shall be entitled to charge and make.

(11.) At any time after the confirmation of any Provisional Order under this section any railway company may, and any person, upon giving not less than twenty-one days' notice to the railway company, may, apply in the prescribed manner to the Board of Trade to amend any classification and schedule by adding thereto any articles, matters, or things, and the Board of Trade may hear and determine such application, and classify and deal with the articles, matters, or things referred to therein in such manner as the Board of Trade shall think right. Every determination of the Board of Trade under this sub-section shall forthwith be published in the "London Gazette," and shall take effect as from the date of the publication thereof.

(12.) Nothing in this section shall apply to any remuneration payable by the Postmaster-General to any railway company for the conveyance of mails, letter bags, or parcels under any general or special Act relating to the conveyance of mails, or under the Post Office (Parcels) Act, 1882.

(13.) Nothing in this section shall apply to any remuneration payable by the Secretary of State for War to any railway company

for the conveyance of War Office stores under the powers conferred by the Cheap Trains Act, 1883.

(1.) "*Every Railway Company.*"—By the combined effect of sect. 1 of the Traffic Act, 1888, and sect. 3 of the Traffic Act, 1873, "railway company" is held to include "any person being the owner or lessee of, or working any railway in the United Kingdom constructed or carried on under the powers of any Acts of Parliament". A question may arise, in the case of a railway owned by one company and leased or worked by another, whether the owning company or the lessee or working company is the party authorised and required to submit a revised classification of traffic. This question is not answered by the Act.

"*Merchandise traffic.*"—By the definition clause (sect. 55) "merchandise includes goods, cattle, live stock, and animals of all descriptions".

"Terminal charges" is defined in sect. 55. The term "includes charges in respect of stations, sidings, wharves, depôts, warehouses, cranes, and of other similar matters, and of any services rendered thereat".

This definition excludes collecting and delivering, but it would seem to include :

- (a.) Loading and unloading and covering.
- (b.) Invoicing, clerkage, weighing, checking, labelling, and watching goods.
- (c.) Shunting and marshalling trains.

It does not appear to include any other of the alleged terminal services described above.

The new maximum rates will cover only the conveyance on the line from the moment the goods are in a train until the train is broken up at its destination. The expenses at the termini will be provided for by separate items, each of which will be separately dealt with, or they will be grouped and a distinct maximum provided for each group.

In determining the maximum charges for station accommodation an important principle is laid down to guide the Board of Trade. In the cases where station terminals have been claimed before the Railway Commissioners the companies have adopted a different principle. They divide the total cost of construction and working over the tonnage actually carried, and claim the quotient as the proper basis of a reasonable allowance. Thus, where the station has been abnormally expensive, or the traffic has fallen short of expectation, the station terminal would be very high ; on the other hand, where, owing to the land having been purchased at a low rate, or from other reasons, the cost of construction has been small and the traffic is large, the station terminal would be low, and the company would gain no profit from their economical expenditure. It will be observed that the limitation in the section applies only to the cost of construction ; and it would seem still to be open to a company that worked at its stations on an extravagant scale to claim a terminal on the basis of what their expenditure is, rather than on what it ought to be.

(6.) This sub-section contains the only direction given by the Act to govern the revision of rates, and it naturally gave rise to much consideration

in the Grand Committee, where it underwent considerable modification. The following shows by the variations of type the clause as it entered into, and as it emerged from, that Committee. The words in capitals were *added*, and the words in italics were *struck out* in Committee.

*"If in any case in which a railway company fails within the time mentioned in this section to submit a classification and schedule to the Board of Trade, and also in every case in which a railway company has submitted to the Board of Trade a classification and schedule, and after hearing all parties whom the Board of Trade consider to be entitled to be heard before them, the Board of Trade are unable to come to an agreement with the railway company as to the railway company's classification and schedule, the Board of Trade shall determine the classification of traffic which, in the opinion of the Board of Trade, ought to be adopted by the railway company, and the schedule of maximum rates and charges, including all terminal charges proposed to be authorised applicable to such classification which it would, in the opinion of the Board of Trade, be just and reasonable TO SUBSTITUTE FOR THE EXISTING MAXIMUM RATES AND CHARGES OF THE RAILWAY COMPANY AS UPON THE WHOLE EQUIVALENT TO SUCH EXISTING MAXIMUM RATES AND CHARGES, and shall make a report, to be submitted to Parliament, containing such observations as they may think fit in relation to the said classification and schedule, and calling attention to the points therein on which differences which have arisen have not been arranged."*

As the Bill came from the Lords it provided that the new schedules of maximum rates should upon the whole be equivalent to the existing maximum rates. The rule thus laid down was not so specific or definite as it may appear, but at all events it was a rule, and the most important division in Committee took place on the question whether the word "it" should be retained. It was struck out by a vote of 45 against 20.

It will be observed that it is the "maximum rates and charges," not the actual rates demanded, that are to be "just and reasonable". A maximum rate may be reasonable, even if it is higher than, under some circumstances, a company ought to charge.

The words, "including all terminal charges proposed to be authorised," were introduced in order to fix a maximum for these as well as for conveyance on the line. At present the only limit is "reasonableness".

A very important question was practically decided in Committee, although no trace of it appears in the Act. Sir B. Samuelson proposed to insert the words, "specifying, as far as that is applicable to the traffic, the rates and charges for train loads, for truck loads, and for smaller consignments". Sir Michael Hicks Beach, for reasons suggested by the draughtsman of the Bill, objected to the form of words, but said the Committee might trust the Board of Trade to see that these matters were included. This is the explanation of the schedule in the rules, providing for truck rates and for train loads.

THE TRUCK RATE is the principal novelty introduced by the Act of 1888. In the Through Rate section (sect. 25) it is provided that a "proposed through rate may be per truck or per ton," and, if the Commissioners deem the amount reasonable, they can make an order giving it effect. Under that section the



question will be, what is reasonable per truck for an actual rate, and not as a maximum; but it is possible that the principle upon which the Board of Trade fixes a Truck Rate, when sanctioned by Parliament, as it must be before it takes effect, may influence the decision of the Commissioners.

Sir Michael Hicks Beach, speaking with reference to the expense of the proceedings under this section before the Board of Trade, said he hoped that very little expense would be incurred. The Board of Trade would act as arbitrators, and mainly with a view to bring about an agreement between the traders and the railway companies.

(12.) Under the Post Office (Parcels) Act, 1882, the railway companies receive 55 per cent. of the gross receipts from Post Office parcels, and if the scheduled weights or prices for parcels are altered, the companies are entitled to have their allowance revised.

(13.) The Cheap Trains Act, 1883, provides (sect. 6, subs. (1.) (c.) (vi.)) that "public baggage, stores, arms, ammunition, necessaries, and things," whether accompanying the forces or not, shall be carried at rates not exceeding 2d. per ton per mile, the assistance of the forces to be given when available in loading and unloading the same.

## BOARD OF TRADE RULES

WITH RESPECT TO

### CLASSIFICATION OF MERCHANDISE TRAFFIC

AND

### SCHEDULES OF MAXIMUM RATES AND TERMINAL CHARGES

APPLICABLE THERETO, TO BE SUBMITTED TO THE DEPARTMENT  
UNDER SECTION 24 OF THE RAILWAY AND CANAL TRAFFIC  
ACT, 1888 (SO FAR AS REGARDS RAILWAYS).

*NOTE.—It is desirable that all memorials, objections, and other documents should be printed. In any case they should be on paper of foolscap size, written or printed on one side of the paper only, and with a quarter margin.*

#### *Proposed Classification and Schedule.*

1. The revised classification of merchandise traffic and revised schedule of maximum rates and charges applicable thereto to be submitted by every company to the Board of Trade under the Act (in these rules referred to as "the proposed classification and schedule") shall be, as far as practicable, in the Form No. 1 in the Appendix with such variations as circumstances may require.

There shall be fully stated in the proposed classification and schedule amongst other things—

- (a.) The proposed rates and charges in respect of train loads and truck loads, or for increased quantities so far as is applicable to the traffic, and also for small packages and parcels, and for other merchandise traffic, if and when conveyed by passenger or special passenger train.
- (b.) The nature and amounts of all terminal charges proposed to be authorised in respect of each class of traffic, and the circumstances under which such terminal charges are proposed to be made.
- (c.) As far as practicable, the existing maximum rates which the company are by statute authorised to charge for the goods mentioned in the classification.
- (d.) As far as practicable, the existing terminal charges in respect of the several classes of traffic, showing in each case the authority for making the charge.

2. The proposed classification and schedule shall be submitted to the Board of Trade as soon as may be after the passing of the Act. It shall be in print, and must be printed on one side only of the page of paper, so as to leave the back of the page blank. Three printed copies must be transmitted to the Board of Trade, one of which must be sealed with the seal of the company and signed by the secretary. At the end of the proposed classification and schedule, or on some conspicuous part of the print thereof, a notice must be inserted stating that objections are to be made by notice of objection addressed and sent by post to the Board of Trade, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888," and that the notice of objection is to be sent to the Board of Trade within eight weeks from the date of the first advertisement of the submission of the proposed classification and schedule.

3. Where the company are unable to set out in the proposed classification and schedule statements of the existing maximum rates and charges, and the existing terminal charges in respect of the several classes of traffic mentioned in the proposed classification and schedule, the company shall transmit with the proposed classification and schedule a printed statement, made out in a tabular form, showing, as far as practicable, the existing maximum rates and charges for merchandise traffic which the company are

authorised to charge, and the existing terminal charges, showing the authority for each of them. Where the statement cannot be made out in a tabular form, the several rates must be set out against the items or groups of items. Three printed copies must be sent.

4. With the proposed classification and schedule there must also be sent three printed copies of the following :

- (a.) A statement and map showing the lines of railway to which the proposed classification and schedule are to apply, specifying with respect to each line whether it is owned, leased, or worked, or partly owned, leased, or worked by the company.
- (b.) A statement setting forth all the cases in which the company have been authorised to demand and receive any special rates or charges in respect of any lines, stations, or works.
- (c.) A statement of the names of the several newspapers in which the company propose to advertise that the proposed classification and schedule have been submitted.

5. (1.) The company shall, within one week from the date of the submission to the Board of Trade of the proposed classification and schedule, publish advertisements of the fact that a proposed classification and schedule have been submitted to the Board of Trade—

- (a.) In the London, Edinburgh, or Dublin Gazette, according as the line of railway affected is situate or partly situate in England, Scotland, or Ireland.
  - (b.) In such newspapers circulating in the districts served by the company's system as the Board of Trade may in each case approve, or, in default of such approval, as the company shall select.
  - (c.) At every passenger station on the company's system.
- (2.) The advertisement shall be in the Form No. 2 in the Appendix, with such variations as circumstances may require, and there shall be set out therein, amongst other things, the following statements :

- (d.) That anyone wishing to raise objections to the proposed classification and schedule may forward by post a notice of objection to the Board of Trade in the prescribed form, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888," on or before

the expiration of eight weeks from the date of the first advertisement;

- (e.) The date on which the term of eight weeks expires;
- (f.) That every objector must transmit to the secretary of the company at its principal office a copy of the notice of objection;
- (g.) That printed copies of the proposed classification and schedule can be obtained at the price of one shilling at the principal office of the company, or on application to any station-master.

6. Each station advertisement shall be printed in large type, and posted in a conspicuous place in the station.

7. Printed copies of the proposed classification and schedule shall be kept at the principal office of the company for sale to any applicant, and shall be obtainable from any station-master of the company at the price of one shilling per copy.

8. The company shall, with the proposed classification and schedule, transmit to the Board of Trade the sum of 50*l.*, which may be paid by a cheque for that sum drawn by the company, and payable to an assistant secretary of the Board of Trade. This fee will not necessarily cover the costs of all inquiries and other matters arising upon the settlement of the classification and schedule, and the company may be required to defray any expenses incurred by the department which are not covered by the said sum of 50*l.*

### *Objections.*

9. Every objection must be submitted to the Board of Trade by a notice of objection in writing or print. Form No. 3 shall be used, with such variations as circumstances shall require.

10. Every notice of objection shall be signed by the person making the objection, or, where the objection is by a company or body or association of persons, by some person or persons on behalf of the company, body, or association, and shall state a postal address to and at which notices may be served or communications addressed to the objector or objectors.

11. Every notice of objection shall be transmitted by post to the Board of Trade within eight weeks from the date of the first

advertisement of the submission of the classification and schedule to the Board of Trade, and there shall be marked on the outside of the cover enclosing each notice of objection "Railway and Canal Traffic Act, 1888".

12. A copy of every notice of objection must at the same time be sent to the secretary of the company affected thereby, by prepaid letter, addressed to the company at its principal office.

13. Every notice of objection shall state clearly and as concisely as possible, by reference to the proposed classification and schedule, the precise portion of the classification or schedule objected to, and the grounds of objection.

14. After the expiration of eight weeks from the date of the first advertisement of the submission of the proposed classification and schedule to the Board of Trade, a time and place shall be appointed by the Board of Trade for disposing of the objections which have been duly lodged with the Board of Trade, notice whereof shall be given by post to each objector at the address mentioned in the notice of objection, and to the secretary of the company.

15. If any objector or the company fails or fail to attend at the time appointed for the disposing of objections, the Board of Trade may proceed to dispose of the matter in the absence of any of the parties interested, or may adjourn the hearing of the matter.

#### *Miscellaneous.*

16. The time for doing any act required by these Rules to be done may be extended by the Board of Trade, notwithstanding that the time prescribed for doing the act may have expired, and the Board of Trade may, if they think fit, in any special case dispense with the performance by the company or any objector of any act required to be done under these Rules.

17. In these Rules, unless the context otherwise requires,—  
"The Act" means the Railway and Canal Traffic Act, 1888.

Words importing the singular number include the plural number, and words referring to persons shall be deemed to refer by that expression to corporations and bodies of persons.

# APPENDIX.

## FORMS.

### No. 1.—*Proposed Classification of Merchandise Traffic and Schedule of Maximum Rates and Charges.*

#### INSTRUCTIONS.

1. If the existing maximum rates in respect of the various items in any class cannot be easily tabulated, such rates should be set out against each item or group of items.

2. In the case of each class of traffic the company should state the amount of the terminal charges proposed to be authorised, specifying closely the various services in respect of which such charges are to be made, the amount intended to be charged for each service, and the amounts at present charged.

3. The proposed rates and charges for small packages (not exceeding 500 lb. in weight), parcels, and merchandise traffic in passenger trains are to be stated as indicated in the Form.

#### I.—MINERAL TRAFFIC.

##### CLASS A.

[*State how carried, and other particulars.*]

[*Set out list of articles.*]

#### MAXIMUM RATES.

PROPOSED MAXIMUM RATES.									PROPOSED TERMINAL CHARGES.		§ EXISTING MAXIMUM RATES.	OBSERVATIONS.
* For first Miles, or any part of such distance.			* For next Miles, or any part of such distance.			* For the Remainder of the distance.			Nature of Charge.	Amount of Charge.		
Per train per mile.	Per truck per mile.	Per ton per mile.	Per train per mile.	Per truck per mile.	Per ton per mile.	Per train per mile.	Per truck per mile.	Per ton per mile.				
†	‡											
* The adoption of a system of graduated rates in this Table is not to be taken as an intimation that such a system or mode of charging is prescribed by the Board of Trade. † State the number of trucks. ‡ State the number of tons per truck load.									Note.—It should be stated under what circumstances each terminal charge is proposed to be made.		§ When more scales than one, state highest and lowest authorised.	

## CLASS B.

*[State how carried, and other particulars.]**[Set out list of articles.]*

## MAXIMUM RATES.

*[As above.]*

[N.B.—This classification to be continued for the different classes of goods traffic.]

## ANIMAL CLASS.

## EXCEPTIONAL ARTICLES.

## SMALL PACKAGES, PARCELS, AND MERCHANDISE TRAFFIC CONVEYED BY PASSENGER TRAINS.

## REGULATIONS AS TO MERCHANDISE TRAFFIC.

*No. 2.—Advertisement.*

## THE RAILWAY AND CANAL TRAFFIC ACT, 1888.

## PROPOSED REVISION OF CLASSIFICATION AND RATES AND CHARGES FOR MERCHANDISE TRAFFIC.

*[Name of Company.]*

Notice is hereby given that, pursuant to the Railway and Canal Traffic Act, 1888, this company has submitted to the Board of Trade a proposed revised classification of merchandise traffic, and revised schedule of maximum rates and charges applicable thereto, proposed to be charged by this company; and that in such proposed classification and schedule there are stated the nature and amounts of all terminal charges proposed to be charged in respect of each class of traffic, and the circumstances under which the terminal charges are proposed to be made.

Printed copies of the proposed classification and schedule can be obtained at the price of 1s. at the principal office of the company *[here state the address]*, or from any station-master of the company.

Anyone wishing to raise any objection to the proposed classification and schedule may forward, by post, a notice of objection to the Board of Trade, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888".

Notices of objection must be transmitted to the Board of Trade

so as to reach there on or before the expiration of eight weeks from the            day of

Every objector must transmit to the secretary of the company at its principal office [*here state the address*] a copy of the notice of objection, otherwise the objection will be liable to be dismissed without being heard.

Due notice will be given of the time appointed by the Board of Trade for hearing and disposing of notices of objection.

Secretary.

*No. 3.—Notice of Objection.*

RAILWAY AND CANAL TRAFFIC ACT, 1888.

TO THE BOARD OF TRADE:

I, the undersigned [*fill in Christian and surname of objector*], hereby give notice that I object to the parts of the proposed classification of merchandise traffic and schedule of rates and charges of the            company set forth in the first column of the schedule to this notice, on the ground set forth in the second column of this notice, and that my address, to which all notices and communications may be sent, is [*here state address of objector in full*].

Signed

Dated the            day of

SCHEDULE.

Reference to Proposed Classification and Schedule.	Grounds of Objection.



## I. THE CLASSIFICATION OF GOODS.

The Act prescribes that there shall be "a revised classification of merchandise traffic". An examination of the classification in the special Acts mentioned hereafter shows that, although there is a good deal in common among the Railway Acts, there are at the same time numerous and, for the most part, capricious variations. In settling a new classification, the Board of Trade will have to consider what is "just and reasonable". No other direction is given by the Act. The first question that may arise is whether one uniform classification should be adopted for all the railways in the United Kingdom. In the first instance, at all events, each railway company has the right to frame its own classification. The Select Committee on Railways in 1882 stated that it would be impossible to adopt the Clearing House classification, for the simple reason that it is altered every year. The place that an article occupies in the Clearing House classification determines the rate at which it is to be carried, and accordingly, when it is sought to lower or increase a rate, the object is effected by changing its position into a lower or higher class. But the classification to be made by the Board of Trade is framed with reference to maximum rates; it is permanent, and cannot be altered, if once adopted by Parliament, without a fresh Act. There is a power in sub-section 11 of section 24 given to the Board of Trade to *add* new articles and class them, but the Board has no power to move an article from one class to another, or to alter the maximum rate.

The question of classification involves the question of rates, but nevertheless it may be dealt with separately. On what principles should the classification be framed? Upon this question, it may be well to cite certain observations in the First Annual Report of the Railway Commission of the United States (called the Inter-State Commerce Commission), appointed under the Act already referred to (p. 20). It is necessary to remember that their remarks are directed to the classification of *actual rates* and not of *maximum rates*, but with that qualification they are both interesting and important. I omit their observations on passenger traffic as lying outside the scope of the Board of Trade inquiry:

"A number of the complaints made against railway companies have related to the classification of freight. Some of these have sprung from the fact that classifications are not alike in different sections of the country, and parties who have shipped freight

under one classification into a section where a different classification prevails have found the charges against them not the same as they had reason to expect. The ground of others has been that the classification in its effect upon rates worked an unjust discrimination between shippers or between different classes of freights.

"It is greatly to be regretted that the same classification is not adopted by the carriers by rail in all sections of the country. The desirability of uniformity is so great that the suggestion is frequently heard that national legislation should provide for and compel it. If such legislation should be adopted it would be necessary to empower some tribunal to make the classification, and the difficulties which would attend the making would be very great. Relative rates would be involved in it, for classification is the foundation of all rate-making. It was very early in the history of railroads perceived that if these agencies of commerce were to accomplish the greatest practicable good, the charges for the transportation of different articles of freight could not be apportioned among such articles by reference to the cost of transporting them severally, for this, if the apportionment of cost were possible, would restrict within very narrow limits the commerce in articles whose bulk or weight was large as compared with their value.

"On the system of apportioning the charges strictly to the cost, some kinds of commerce which have been very useful to the country, and have tended greatly to bring its different sections into more intimate business and social relations, could never have grown to any considerable magnitude, and in some cases could not have existed at all, for the simple reason that the value at the place of delivery would not equal the purchase price with the transportation added. The traffic would thus be precluded, because the charge for carriage would be greater than it could bear. On the other hand, the rates for the carriage of articles which within small bulk or weight concentrate great value would on that system of making them be absurdly low—low when compared to the value of the articles, and perhaps not less so when the comparison was with the value of the service in transporting them.

"It was, therefore, seen not to be unjust to apportion the whole cost of service among all the articles transported, upon a basis that should consider the relative value of the service more than

the relative cost of carriage. Such method of apportionment would be best for the country, because it would enlarge commerce and extend communication; it would be best for the railroads, because it would build up a large business; and it would not be unjust to property owners, who would thus be made to pay in some proportion to benefit received. Such a system of rate-making would in principle approximate taxation; the value of the article carried being the most important element in determining what shall be paid upon it.

"Accordingly, and for convenience and certainty in imposing charges, freight is classified; that which comes in one class being charged a higher proportional rate than that which is placed in another. But other considerations besides value must also come in when classification is to be made. Some articles are perishable, some are easily broken, some involve other special risks in carriage, some are bulky, some specially difficult to handle, and so on. All these are considerations which may justly affect rates, and therefore may be taken into account in classification. But still others have been found potent. Every section of the country has its peculiar products, which it desires to market as widely as possible, and is not unwilling that classification should be made use of by the railroads which serve it as a means of favouring and thus extending the trade in local productions; favouring them by giving them low classification and thus low rates, and discriminating against those of other sections through a classification which rated them more highly.

"It has been in the power of every railroad to have a classification of its own; but the necessities of an interchange of business have brought about agreements, and the railroad associations have been given the authority to make classifications for all their members. Their labours in this direction have been extremely important and useful; they have been steadily reducing the number of different classifications in the country, and steadily approaching a condition of things in which there will be one only. But in these associations, when in session for the making of rates, each railroad official has, to some extent, had the district which was served by his road behind him; he has felt the pressure of the interests there, and contended for them as against the interests in classification represented by others, not only because it was desirable that the road should favour the policy its patrons favoured, but also because the same policy was likely to be beneficial to both.

"The result necessarily is that a classification made by a railroad association represents a series of compromises, to which not only the railroads are parties, but in a certain sense business interests and sections of country also; these in many cases being admitted by their representatives to the consultations upon a subject so vitally concerning their interests, and allowed to present their views. This contention of interests still continues to go on in the meetings and conferences, but with a steady tendency in the direction of one uniform classification, and there is reason to hope that without much further delay all classifications will be brought into harmony. If any other tribunal were to be given the authority to make classification, it must, if it would exercise its power wisely, proceed in much the same way; it must act deliberately, give all interests an opportunity to be heard, take into account all the considerations which ought to bear upon it: cost of service, interest of sections, equity as between industries and between classes of persons, and so on indefinitely.

"Whether, therefore, the steady tendency in the direction of one uniform classification would be hastened by conferring the power to make one on a national commission is not entirely certain. The work if taken up anew would be one requiring much time for its proper performance; it would involve a careful consideration of the interests peculiar to different sections of the country, and a close study of the conditions of railroad service as they bear upon such interests. But these conditions change from month to month; the classification cannot be permanently the same, but must be subject to modification on the same grounds on which it was originally made; the appeals for modification would be as numerous as they would be perplexing, because of the diversity of reasons on which they would be grounded. Under the law as it now is the Commission has appellate powers to correct any unjust classification, and it will keep in view the desirability of general uniformity and do what it properly can to bring about that result."

Two cases were decided in 1888 by the American Commissioners, and are reported in the first volume of their reports.

1. *Railroad Ties (Sleepers) and Rough Lumber.*—The applicant manufactured railroad sleepers. Much of the material used was oak sawn into squared timber and boards, the smaller trees and larger branches being made into sleepers. The company complained of was a large customer for the sleepers. Sleepers were placed in a higher class, and charged at twice the rate for rough timber, and was the only kind of rough timber subjected to the higher charge.

It was alleged for the railway company that consignments of sleepers "are less in quantity and require switching for single cars, whereas in the case of lumber we switch a large number of cars together". This question of fact was decided against the company. In the class of rough lumber were included "boards, hoop-poles, laths, logs, poles, staves, telegraph poles, and empty boxes". Sleepers cost no more in manufacture than these things; no special risk was incurred in the conveyance; the value of sleepers is less per ton than most of the above-mentioned articles. On the other hand, the same rate was charged for sleepers as for axles, stair rails, base-ball bats, churns, table leaves, legs, &c. It was admitted that the railway company had put up the rate for sleepers, because it was a buyer and purchased at the premises of applicant. As the value of the sleepers was the price at the destination to which they were sent over the company's railway, less the freight, it was obvious that the higher the freight, the cheaper the railway company could buy. It was held that sleepers must be classed with rough lumber (*T. J. Reynolds v. Western New York and Pennsylvania R. Co.*, 1888).

2. *Pearline and Common Soap*.—Pearline is the highest priced of soap-powders, selling wholesale at 8 or 10 cents per lb.; it is competitive with common soap, which sells at 3 to 5 cents per lb. Both kinds are carried in boxes, but the risk of damage to Pearline is somewhat greater. The difference in classification resulted in a rate of 73 cents per 100 lb. for Pearline, as against 49 cents for common soap, between New York and Atlanta. Pearline was placed in the 4th class and common soap in the 6th. Held that it should be put in the 5th class, involving a reduction of the rate from 73 to 60 cents per 100 lb. (*J. Pyle & Sons v. East Tennessee, Virginia, and Georgia R. Co.*, 1888).

## II. "REASONABLE" MAXIMUM RATES.

By section 24 of the Traffic Act, 1888, the revised rates are to be such as, in the opinion of the Board of Trade, are "just and reasonable". "Fair" was suggested in the Grand Committee on the Bill in place of "just," but, on Sir Michael Hicks Beach indicating a preference for the latter term, that word was retained. Although "just" and "reasonable" mean substantially the same thing, there is perhaps a shade of difference in the ideas they suggest. "Just" refers more to the claims of the railway companies in respect of their existing statutory powers; "reasonable" to the requirements of traffic and the interests of trade. The Board of Trade may be expected to give due weight to both sets of considerations.

The "reasonableness" of a "maximum" rate is even more difficult to determine by any definite rules than the reasonableness of an "actual" rate. The observations of the Railway Commissioners of the United States, who have power to regulate railway charges and to say what is or is not reasonable, will be found use-

ful, if the distinction between "maximum" and "actual" rates is not overlooked. A maximum rate must frequently be higher than the sum that at some given moment might be reasonable.

"Of the duties devolved upon the Commission by the Act to regulate commerce none is more perplexing and difficult than that of passing upon complaints made of rates as being unreasonable. The question of the reasonableness of rates involves so many considerations, and is affected by so many circumstances and conditions which may at first blush seem foreign, that it is quite impossible to deal with it on purely mathematical principles, or on any principles whatever, without a consciousness that no conclusion which may be reached can by demonstration be shown to be absolutely correct. Some of the difficulties in the way have been indicated in what has been said on classification, and it has been shown that to take each class of freight by itself and measure the reasonableness of charges by reference to the cost of transporting that particular class, though it might seem abstractly just, would neither be practicable for the carriers nor consistent with the public interest.

"The public interest is best served when the rates are so apportioned as to encourage the largest practicable exchange of products between different sections of our country and with foreign countries, and this can only be done by making value an important consideration, and by placing upon the higher classes of freight some share of the burden that on a relatively equal apportionment, if service alone were considered, would fall upon those of less value. With this method of arranging tariffs little fault is found, and perhaps none at all by persons who consider the subject from the standpoint of public interest. Indeed, in the complaints thus far made to the Commission, little fault has been found with the principles on which tariffs for the transportation of freight are professedly arranged, while applications of those principles in particular cases have been complained of frequently and very earnestly.

"Among the reasons most frequently operating to cause complaints of rates may be mentioned—

"The want of steadiness in rates.

"The disproportion between the charges for long and those for short distances.

"The great disparity between the charges made for transportation by roads differently circumstanced as to advantages.

"The extremely low rates which are compelled by competition in some cases, and which may make rates which are not unreasonable seem, on comparison, extremely high.

"Some others will be mentioned further on.

"The want of steadiness in rates is commonly the fault of railroad managers, and may come from want of care in arranging their schedules, or from want of business foresight. But more often perhaps it grows out of disagreements between competing companies, which when they become serious may result in wars of rates between them. Wars of rates, when mutual injury is the chief purpose in view, as is sometimes the case, are not only mischievous in their immediate effects upon the parties to them, and upon the business community whose calculations and plans must for a time be disturbed, but they have a

permanently injurious influence upon the railroad service because of their effect upon the public mind. When railroad companies determine for themselves what their rates shall be, it is not unnatural for the public to infer that the lowest rates charged at any time are not below what can be afforded at all times, and that when these are advanced, the company is reaching out for extortionate profits.

"Now, there are few important lines in the country that have not at some time in their history been carrying freight at prices that if long continued would cause bankruptcy. But to a large proportion of the public the fact that the rates were accepted was proof that they were reasonable; and when advanced rates are complained of, the complainants, to demonstrate their unreasonableness, go back to the war prices, and cite them as conclusive proof of what the companies then charging them can afford to accept. Many popular complaints have their origin in the ideas regarding rates which these wars have engendered or fed, and the evils of the controversies do not end when the controversies are over, but may continue to disturb the relations of railroad companies with their patrons for many years afterwards.

"It may be truly said, also, that while railroad competition is to be protected, wars in railroad rates unrestrained by competitive principles are disturbers in every direction; if the community reaps a temporary advantage, it is one whose benefits are unequally distributed, and these are likely to be more than counterbalanced by the incidental unsettling of prices and interference with safe business calculations. The public authorities at the same time find that the task of regulation has been made more troublesome and difficult through the effect of war rates upon the public mind. These are consequences which result so inevitably from this species of warfare, that it would naturally be expected they would be kept constantly in mind by railroad managers. It is inevitable that the probability that any prescribed rates will be accepted by the public as just shall to some extent be affected by the fact that at some previous time they have been lower—perhaps considerably lower.

"The disproportion between the rate charged and the distance the property is carried is also important in its effect upon the minds of those who have not the time or perhaps the opportunity to study the subject and understand the reasons. There are grounds on which short-haul traffic may be charged more in proportion to the distance of transportation than long-haul traffic, some of which anyone would readily understand and appreciate. Thus, it is seen that a considerable proportion of the carrier's service is the same whether the transportation is for the short or for the long distance; there must be the same loading and unloading, the same number of papers and entries on books, and so on. It is also seen that short-haul traffic is more often taken up and laid down in small quantities, and that for this reason the proportionate train service is much greater.

"But when all these considerations are taken into account it will still appear that the long-haul traffic is given an advantage in rates which must be accounted for on grounds which are not so readily apparent. When the reasons are seen it may perhaps appear that there is in fact no wrong either to the shippers, who are apparently discriminated against, or to the general public.

"It is not uncommon that in railroad freight service the rates for the transportation of a particular kind of property, instead of being regularly progressive, shall be found arranged on a system of grouping, whereby the charges to all points within a defined territory shall be the same, though the distances will vary. Thus, at the present time the rates which are made from New York to Chicago are also made from New York to all points within a territory about Chicago, which includes some important towns in western Indiana and western Michigan. A question might be made by such towns whether grouping them with Chicago and making them pay the same rates is just; but the grouping system in general departs so little from the distance proportions that it is seldom the ground of complaint.

"There are cases, however, in which the distance proportions are purposely disregarded, and the doing so is justified by the managers on the negative ground that no one is wronged by it, and on the affirmative ground that the public is benefited. Cases of the sort may perhaps be found about all our large cities in which the railroads, as to some particular agricultural production needed for daily consumption in the city, have gradually extended the area from which they would receive and transport it at the lowest rates, until they may be found carrying the article at the same price for 100 miles as for 20. The low rate for the long distance has extended the area of production and benefited the city; and it is possible to conceive of cases in which the opposite course, of taking distance into the account in all rate making, would have kept production so far restricted in territory that producers near the city could never have been given as low rates as they receive now, when they are charged the same as their more distant competitors. Where such a case appears, the failure to measure the charges from regard to distance could not dogmatically be pronounced unjust, if it appeared that the railroad on the one side, and the public on the other, was benefited by the course actually adopted. But to increase the rates to the nearer producers, or even to keep them at a point which, though fair in the first place, has in the course of events become unreasonably high, in order to be able to put those at a distance on an equal footing in the market with such nearer producers, would be manifestly unjust. Not even on grounds of general public advantage do we understand that this would be justified; *for public benefits, when they are to be had at the cost of individual citizens, cannot rightfully, nor we suppose lawfully, be assessed on one class of the people exclusively.*

"The great disparity in the charges of different roads for the transportation of the same kind of property is a prolific cause of complaint, sometimes justly founded and sometimes not. It is apparent sometimes, in the complaints which are made to the Commission, that the parties complaining hold the opinion, or at least have an impression, that the cost of transporting a particular species of property is substantially the same on all roads, and that consequently the charges made by one road may prove with tolerable certainty that the higher charges made by another road are unjust. If the circumstances and conditions under which the traffic is carried by the two roads are substantially the same, the comparison would be legitimate and the argument from it of very great force. But when any such comparison is made,



there are some circumstances having an important bearing upon rates which cannot be left out of view. Among these may be specified :

"*The length of haul.*—A thousand tons of wheat can be loaded, transported 1000 miles, and delivered much more cheaply in proportion to distance than the same quantity can be loaded, transported 100 miles, and delivered.

"*The quantity hauled.*—A train load of coal can be transported more cheaply in proportion to quantity than a single car load, and a car load more cheaply than a 100 pounds. So if the business is large, though it be the transportation of many kinds of property, it can be done relatively more cheaply than if it were small.

"*Return freights.*—If lumber or other property in quantity is to be delivered at points where there will be return loads for the same cars, delivery can be made much more cheaply than at points where return freights could not be expected.

"*Cost of moving trains.*—This is very much less on some roads than on others by reason of lighter grades, cheaper fuel, less liability to obstruction from storms, and other causes which may disturb the track or delay trains.

"These are among the causes which have an important bearing on relative rates. Beyond these the *relative cost of roads* must be allowed force also, if the owners are to be permitted to charge such rates as will make their investments remunerative. A complaint that rates are unreasonable may therefore require for its proper adjudication a careful inquiry not only into the circumstances and conditions of the road which makes them and of the traffic upon it, but also into those of other roads whose lower rates are supposed by comparison to show the injustice of the rates complained of."

The Inter-State Commerce Commission has jurisdiction to forbid unreasonable as well as unequal rates, and many of the complaints proceed upon both grounds. A rate may be unreasonable in itself or it may be unreasonable relatively to some other rate. The latter form of unreasonableness shades off into undue preference. A brief statement of the cases in which the Commission has dealt with unreasonable as distinct from preferential rates may be useful as well as interesting.

1. *W. B. Farrar & Co. v. The East Tennessee, Virginia, and Georgia R. Co., and the Norfolk and Western R. Co.*, 1888. This was a complaint of unreasonable rates for timber carried over (1) the lines of the first-named company, and (2) the lines of both companies. The following table shows the rates and distances, before and after the decision of the Commissioners. The rates were for car-loads, and they included terminal charges.\* In all cases the timber was carried from Dalton to the destinations named.

\* In converting cents into pence, the dollar is taken as equivalent to 4s. 2d. This is higher than the ordinary exchange, but it facilitates the calculations and is sufficiently close for the purpose in view. In America a ton seems to be reckoned at 2000 lb.; but the comparison with English rates can be more easily made if we take the ton at 2240 lb.—the standard of the English Clearing House.

## (1) Local Rates :

Destination.	Miles.	Rate per 100 lb. Cents.	Rate per ton. s. d.	Rate per ton per mile in pence.
Knoxville,	110	7	6 6	·71
Johnson City,	216	10·5	9 9	·54
Bristol,	241	11	10 3	·51

## (2) Through Rates before the decision of the Commission :

Roanoke,	392	22	20 7	·63
Lynchburgh,	445	23	21 5	·57

## (3) Through Rates as reduced by the Commission :

Roanoke,	392	17	15 11	·49
Lynchburgh,	445	18	16 10	·45

No evidence was offered to show any unreasonableness in the local rates, but the through rates were ordered to be reduced.

The Commissioners observed in their judgment :

“It is a very familiar rule in the transportation of freight by railroad, and has become axiomatic, that while the aggregate charge is continually increasing the further the freight is carried, yet the rate per ton per mile is constantly growing less all the time, unless there be exceptional conditions modifying this rule. In consequence of the existence of this rule, the increase of the aggregate charge continues to be less in proportion every hundred miles after the first, arising out of the character and nature of the service performed and the cost of service ; and thus it is that staple commodities and merchandise are enabled to bear the charges of transportation from and to the most distant portions of our country. Examples showing the universality of this rule may be seen in the tariffs of railroad companies generally in the United States, where their length is sufficient to admit of its application. In the rates charged between Dalton, Knoxville, Johnson City, and Bristol, this rule is observed ; but between Bristol and Roanoke and Lynchburgh, in this continuous haul from Dalton, it is not. The Act to regulate commerce, so far from throwing hampering restrictions or obstacles in the way of the operation of this salutary rule, gives it all the benefit and aid of its sanction and safeguard, by providing that the carrier shall be entitled to receive a reasonable compensation for the services performed, upon open published rates, against which no competitor can take advantage by allowing shippers secret rebates and drawbacks in order to get the business.

“The rates, too, between Bristol and Roanoke and Lynchburgh are joint rates, which, in the nature of things, are usually, and as a rule should be, lower in proportion than local rates on short hauls ; but, in this instance, instead of this being the case they are really greatly higher in proportion than the rates between Dalton and Bristol. There is no unloading of cars at Bristol, and no rehandling of the freight there. The car loaded with lumber at Dalton, bound for Roanoke, passes Bristol without stoppage or change. Up to Bristol, a distance of 241 miles from Dalton, the charge upon its freight has been 11 cents per 100 pounds ; from Bristol to Roanoke, a distance of 150½ miles, the charge upon this freight is 11 cents additional per 100

pounds; and to Lynchburgh, a distance of 204 miles from Bristol, the charge upon this freight is the same as to Roanoke, thus completely reversing the rule which has been established as axiomatic by the experience of railroad transportation all the world over in the case of Roanoke and Lynchburgh, but most glaringly in the instance of Roanoke. While this rate is joint, it is in substantial effect much the same as charging combined local rates. We inquired carefully of the general freight agent of the Norfolk and Western Railroad Co. what reason, if any, there could be for this anomalous rate, and could learn of none that could sustain or justify it. A joint rate of 22 cents per 100 pounds upon lumber in car load lots from Dalton, Ga., to Roanoke and Lynchburgh, Va., is, of course, under the surroundings of this tariff, prohibitory in its nature."

2. *M. Evans v. the Oregon Railway and Navigation Co., 1887. W. H. Reed v. the same.* The complaint was of excessive rates for wheat.

(1) Rates complained of:

	Miles.	Per 100 lb. Cents.	Per ton. s. d.	Per ton per mile. Pence.
From Walla Walla to Portland,	246	30	28 0	1'36

(2) Rates as reduced by the Commission:

From Walla Walla to Portland,	246	23·5	21 11	1·06
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Before the hearing the company had reduced its rate to 23s. 4d. per ton, or 25 cents per 100 lb. The average price of wheat in the Portland market was found to be 105 cents per 100 lb., so that the railway carriage, even so reduced, was nearly a fourth of the market value of the article. The chief point relied upon by the applicants was a comparison between the rates charged on the Oregon railway and the rates made by railways similarly situated, and more or less wheat-carrying roads. A table showing the rates on the several railways is given in the judgment of the Commission, together with the expenses of working and earnings per mile. For the sake of clearness to the English reader the figures are translated into English money at the rate of 4s. 2d. = dollar, and 2240 lb. = 1 ton. It is to be noted that the rates quoted are in every instance for truck loads. The places between which the traffic was carried are omitted, but the mileage is given.

TABLE SHOWING TRUCK RATES FOR WHEAT AND GROSS AND NET EARNINGS OF CERTAIN RAILWAYS.

RAILWAYS.	Distance. Miles.	Rate per ton.		Rate per ton per mile. Pence.	Gross Re- ceipts per mile. £	Working Expenses per mile. £	Net Earnings per mile. £
		s.	d.				
Missouri Pacific ... ..	253	18	8	·88	1619	955	664
Do. ... ..	290	18	8	·77	—	—	—
Chicago, Milwaukee, and St. Paul ... ..	248	24	4	1·17	933	585	348
Burlington, Cedar Rapids, and Northern ... ..	246	10	9	·51	565	410	155
Do. ... ..	245	14	0	·68	—	—	—

RAILWAYS.	Distance. Miles.	Rate per ton.		Rate per ton per mile. Pence.	Gross Re- ceipts per mile. £	Working Expenses per mile. £	Net Earnings per mile. £
		s.	d.				
Chicago North-Western ...	249	16	10	81	1248	712	536
Do. ... ..	244	18	8	91	—	—	—
Do. ... ..	270	25	2	111	—	—	—
Do. ... ..	215	18	8	104	—	—	—
Chicago, St. Paul, Min- neapolis, and Omaha	211	18	8	111	918	568	350
Central of Iowa ... ..	247	16	10	81	460	412	48
Atchison, Topeka, and Santa Fe ... ..	249	17	5	83	1321	671	650
Central Vermont ... ..	250	15	11	76	1119	768	351
Do. ... ..	300	15	11	63	—	—	—
Oregon ... ..	246	23	10	114	1363	645	718

Upon this table the Oregon railway stands highest but one in its rates for wheat, while its net earnings per mile are seven per cent. better than the most remunerative line. The Commissioners in their judgment make the following observations :

"A variety of considerations of a very practical nature must always enter into the making of freight rates by a railroad company, and these also go very far in every instance to determine the question of whether such rates are reasonable or unreasonable. It would be very dangerous to the successful existence of such companies for them to make or be required to make freight rates upon mere theories or conjectures. They have to deal with business as they find it. It is evident in this instance, from the very sparsely-settled country through which its railroad lines are operated, that, outside of the through business which is furnished to the defendant at Wallula by the Northern Pacific Railway and by the Oregon Short Line at Umatilla, one of the chief articles of freight upon which it must depend is the transportation of wheat to Portland. There is this difference between the business of defendant and each of the other roads with which it has been compared as to the transportation of wheat, and it is a very great difference. Passing through more populous communities, in addition to the through freights furnished by their connections, they have a greater variety of local and way freights, and are not compelled to depend, as is the defendant, so largely upon what they receive for the transportation of any one local commodity, such as wheat. They therefore derive revenue from these other sources of local and way freights to a much greater extent than the defendant, and can with confidence rely upon them, and for this reason alone can safely make their rates less on wheat than the defendant. Besides, the wheat hauled by the defendant is transported in sacks, which is a more expensive mode of shipping and delivering wheat than that usually adopted by the other roads with which it has been compared, which is in car loads of solid wheat received from and delivered to elevators along their lines.

"A very large proportion of the business of the defendant is derived from through freights, and cannot at present be otherwise than received from through freights. The volume of through freights fluctuates very greatly,

in some seasons being more and in others less, and is frequently influenced by causes beyond the control of a remote carrier like the defendant. These fluctuations are occasionally hazardous to the business of such a carrier. The expense of frequently hauling empty cars to reach this wheat before it can be received for carriage back to Portland is a circumstance that cannot be overlooked in an inquiry of this description, where the reasonableness of the rate charged upon it is the only question involved. The bare statement of these combined considerations, without amplifying them at length, as we could do, by abundant statistics and obvious reasoning, shows them to be vital and of very controlling weight, and that they cannot be ignored in a proceeding of this character.

"The defendant's railroad lines are phenomenally well situated in their relation to other transportation facilities and a large field of growing commerce and agriculture; and the consideration of their alleged large earnings has been urged upon us as a circumstance to show that it ought to reduce its rates upon wheat very greatly from Walla Walla to Portland. It is plain to be seen that the revenue derived by the defendant from this valuable property is very remunerative, but as to its amount the evidence is conflicting, and leaves the actual result in inextricable doubt at this time. Upon the theory of petitioners it would be between ten and eleven per cent. net per annum; upon the theory of defendant, and taking into the estimate the several judgments rendered against it for \$210,000 by the Federal Court in Oregon, and now pending an appeal to the Supreme Court of the United States, it would be about six per cent. per annum. We have considered this, but it does not change the conclusion we have reached, and which has been already stated.

"Since the 1st of April, 1887, the defendant has reduced its rates as follows: Dry goods, boots and shoes, sugar in less than car loads, coffee, bacon in less than car loads, bacon in car loads, nails in car loads and less than car loads, hardware, agricultural implements in less than car loads, lime in car loads, soap, starch in less than car loads, barbed wire, coal, oil in less than car loads, dried fruit. These are large and general reductions on a fine line of freights, and they are fairly entitled to be taken into consideration in a proceeding of this nature. Rates are, and should be, to a considerable extent so related to each other in the manner in which they are laid for the revenue for a railroad, that the instances are very frequent in which a change of the freight upon one important article of commerce involves a consideration of the relative rates on other articles. This case is one of that description. A reduction of rates, such as is claimed by the petitioners, to fifteen cents per hundred pounds or three dollars per ton on wheat shipments from Walla Walla to Portland, is one that would be entirely too great under the circumstances by which the defendant is surrounded at this time."

The reductions referred to were, for the distance of 246 miles, as follows:

	Per ton.	Per ton
	s. d.	per mile.
		Pence.
Hardware.....	11 3	54
Sugar, less than truck loads.....	14 0	68
Coffee.....	14 0	68

	Per ton.	Per ton per mile.
	s. d.	Pence.
Bacon, car loads.....	14 0	68
Nails, truck loads or less quantities.....	14 0	68
Soap.....	14 0	68
Barbed Wire.....	14 0	68
Dry goods, boots and shoes.....	30 10	150
Agricultural implements, less than truck loads....	30 10	150
Lime, in car loads.....	30 10	150
Coal oil, less than truck loads.....	30 10	150
Bacon, less than truck loads.....	34 6	177
Dried Fruit.....	40 0	19
Starch, truck loads.....	40 0	19
Do. less than truck loads.....	54 0	26

NOTE.—Where a truck load is not mentioned, all quantities exceeding 100 lb. are carried at the tonnage rate.

### III. MAXIMUM TRUCK RATES.

According to the usage established by the Railway Clearing House Classification, goods in the Mineral Class in quantities of four tons, and goods in the Special Class in quantities of two tons, are carried at lower rates than less quantities. But a truck rate differs essentially from a mere reduction of rates for increased quantities. When a rate is made per truck, it is payable whether the trader actually fills the truck or not.

In Great Britain trucks are usually constructed to carry eight or ten tons. The rate per truck will naturally vary with its cubic capacity. But once the rate for a given truck, say of a capacity for carrying eight tons, is fixed, a percentage additional could be adopted for waggons of larger size. Hitherto truck rates have been confined, in the special Acts, almost exclusively to the conveyance of cattle.

One of the important points that will arise under the new schedules is to determine on what principle the maximum rate per truck should be settled. As the introduction of a truck rate is a novelty, the question is really an open one, and will require the best consideration of the traders and the railway companies.

Hitherto, allowing perhaps for a rare exception, railway companies have been obliged to carry any quantity exceeding 500 lb. at the tonnage rate. In order, therefore, to allow a fair average, the maximum must be high. Suppose a railway company is invited to carry a quarter of a ton of guano for a distance of thirty miles, and that its maximum rate per ton is 1½d. per mile. Owing

to the character of the goods, the company may be obliged occasionally to give a waggon entirely to the consignment. Their remuneration for a quarter of a ton would be  $11\frac{1}{4}$ d., scarcely more than one-third of a penny per truck per mile. This is, no doubt, an extreme supposition; but on some of the railways that run through a sparse agricultural population, much of the traffic, even at high tonnage rates, yields a poor profit to the company.

The object of making truck rates is twofold. On the one hand, truck loads are highly remunerative to the railway companies; and, on the other hand, for that reason the charge per ton may be greatly reduced to the customer. It is manifest that a maximum which might be reasonable on the supposition that it was applicable to single consignments not exceeding 500 lb., would be excessive if adopted as a measure for a truck load. The difference in cost to the company of carrying a waggon with one ton load is not much less than the cost when the waggon is full. The tonnage rates that the companies have now statutory power to charge cannot therefore be regarded as an entirely trustworthy basis for estimating what would be a just and reasonable maximum per truck.

Two modes of arriving at a fair truck rate may be suggested. One way is to ascertain the working expenses of a train load. That sum, divided by the number of trucks, would give the working expenses per truck. As the working expenses on English railways usually exceed the half of the gross earnings, a company would gain slightly by a rate per truck which was double the working expenses. Theoretically, the result would be correct. But although it is easy to ascertain the gross working expenses of a railway, there might be some difficulty in allocating these expenses to goods, animals, and passengers respectively. If that could be done with ease and certainty, it would still be necessary to distinguish between the expenses necessarily incurred for all goods and those expenses, such as loading, covering, &c., which belong only to certain classes of goods. Whether this could be done with sufficient precision is a question for those practically familiar with railway accounts and with the management of traffic.

With respect to coal traffic, we have some information. Mr. Findlay, in his evidence to the Select Committee on Railways, 1881-82, was able to state the cost of working the large coal traffic on the North-Western system. For distances of 20 miles it worked out at  $\cdot 36$ d. per ton per mile, and for long distances (200 miles) at  $\cdot 25$ d. This included the back haulage of empty trucks. If the

average load of a coal waggon be taken at eight tons, this gives as the cost of working the coal traffic 2·88 pence per truck for short and 2d. per truck for long distances. It would follow, therefore, that a rate of 5½d. per truck per mile for short and of 4d. per truck per mile for long distances would be remunerative.

Another way, and an easier, is to adopt as a basis the actual earnings per truck under the existing maximum rates that a railway company actually makes. This could be more easily ascertained. If, for example, it were shown what the earnings of a company were for any particular class of goods, coal, stone, or other kinds of merchandise, there could not be much difficulty in arriving at a maximum, which would put the companies in no worse position than they are now. In the case of goods of which the companies seldom obtain a truck load, there would remain a margin that might be used to cheapen rates, so as to induce traders to send full truck loads instead of smaller quantities.

Railway statistics do not at present furnish the means of finding out with exactness to what extent the companies carry only partially loaded trucks, but that they are obliged to do so with respect to merchandise generally is notorious. In *Hall's case* (1884-5) the Brighton Company proved that their average load per waggon (excepting goods that do not need covers or closed waggons) was only one ton per truck. Mr. Findlay gave evidence before the Select Committee on Railways, 1881-82, showing the average truck load on a given night from the London terminus of the North-Western Railway. It was 1 ton 13 cwt. There would probably be no difficulty in ascertaining the average weight and earnings per truck for goods in these groups: (A.) Mineral Class; (B.) Special Class; (C.) Classes I. to V., according to the Clearing House classification.

If the figures proved in *Hall's case* and by Mr. Findlay before the Select Committee are a criterion of the general condition of traffic, it would appear as if, excluding the mineral class, the average load of an eight or ten ton waggon did not exceed two tons. Such a margin affords an opportunity of giving a rate not less remunerative to the companies than the rates now charged, but which, measured by the ton, would only be a fraction of the present rates. Thus, if the average rate of goods is 2d. per ton per mile, and only two tons are carried, the earnings are 4d. per truck. If 4d. were fixed for the truck rate, a trader who could load up to eight tons would have the rate reduced from 2d. to one half-



penny per ton per mile. Even if the truck rate were made 6d. per mile, the trader would still then get his goods carried at  $\frac{3}{4}$ d. per ton per mile instead of 2d. To make the illustration simple, the additional cost of conveyance of a full load as compared with a quarter load is omitted. But that addition is small, and can be ascertained accurately by a very simple calculation. Even if a maximum truck rate is based on the most liberal allowance to the railway companies, it is obvious that it would still effect an enormous reduction of rates to all those traders who could accommodate themselves to its requirements.

*Train Loads.*—In *L. and Y. R. Co. v. Gidlow*, 1875, the question of train loads arose upon the construction of two special Acts, 9 and 10 Vict., cap. ccxxxi., and 22 and 23 Vict., cap. cx. By sect. 73 the company were required at all times to “provide sufficient locomotive power, when and as the same shall be required, and as soon as an adequate and sufficient load shall be in readiness, to convey all merchandise,” &c. The company refused to accept less than 15 waggons as “a sufficient load”. The arbitrator found that this was an unreasonable requirement, as the company were carrying for other colliery owners in smaller quantities than 15 waggons, and it was merely for the purpose of compelling Gidlow to pay a disputed account. Held by the House of Lords that, although the carrying in lesser loads might be explained, the finding of the arbitrator that the requirement was unreasonable was conclusive, and judgment was given accordingly.

#### IV. OWNERS' RISK RATES. CARRIERS' LIABILITY.

The characteristic obligation of a Public or Common, as distinguished from a Private, Carrier is that, with a well-known exception, he is an insurer of the goods entrusted to him to carry. A Private Carrier, on the other hand, is responsible only for the misconduct or negligence of himself and his servants, not for mere accident. The germs of this doctrine are to be found in the Roman Law, and undoubtedly it was in its origin, and still to some extent may be, a sensible rule of law. But the circumstances under which it is applied to the business of railway companies bear little resemblance to those under which it originated. It was competent to a common carrier to limit his liability by contract. If a customer, trusting to the character of a carrier, agreed to relieve him wholly or partially of his responsibility, the contract superseded the legal doctrine. Much litigation arose with respect to the nature of a notice given by a carrier that would be considered sufficient to bind his customers. By the Carriers Act, 1830 (11 Geo. IV. and 1 Will. IV., cap. 68), a carrier was relieved

from liability in respect of articles of small bulk and great value (coin, deeds, lace, maps, &c.) exceeding the value of £10, unless at the time of delivering the parcel its value and nature was declared, and an increased sum, if required, paid for the carriage. This Act practically established two rates, an insured and a non-insured rate, and the effect upon railway companies who enjoyed the protection of the Act was that their maximum rates, in respect of the articles enumerated, did not include insurance if a parcel exceeded £10 in value. It was still open, however, to the companies to limit the liability by special contracts, and companies having a monopoly of traffic could compel their customers to take the risks incidental to conveyance. The Traffic Act, 1854 (17 and 18 Vict., cap. 31), introduced an important provision, having for its object to compel railway companies to retain their responsibility for injury or loss caused by the neglect or default of their servants.

Sect. 7. Every such company as aforesaid [railway company, canal company, and railway and canal company] shall be liable for the loss of or for any injury done to any horses, cattle, or other animals, or to any articles, goods, or things, in the receiving, forwarding, or delivering thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting such liability; every such notice, condition, or declaration being hereby declared to be null and void: Provided always, that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivering of any of the said animals, articles, goods, or things, as shall be adjudged by the court or judge before whom any question relating thereto shall be tried to be just and reasonable: Provided always, that no greater damages shall be recovered for the loss of or for any injury done to any of such animals, beyond the sums hereinafter mentioned; (that is to say) for any horse fifty pounds; for any neat cattle, per head, fifteen pounds; for any sheep or pigs, per head, two pounds; unless the person sending or delivering the same to such company shall, at the time of such delivery, have declared them to be respectively of higher value than as above mentioned; in which case it shall be lawful for such company to demand and receive, by way of compensation, for the increased risk and care thereby occasioned, a reasonable percentage upon the excess of the value so declared above the respective sums so limited as aforesaid, and which shall be paid in addition to the ordinary rate of charge; and such percentage or increased rate of charge shall be notified in the manner prescribed in the statute eleventh George Fourth and first William Fourth, chapter sixty-eight, and shall be binding upon such company in the manner therein mentioned: Provided also, that the proof of the value of such animals, articles, goods, and things, and the amount of the injury done thereto, shall in all cases lie upon the person claiming compensation for such loss or injury: Provided also, that no special contract

between such company and any other parties respecting the receiving, forwarding, or delivering of any animals, articles, goods, or things as aforesaid shall be binding upon or affect any such party unless the same be signed by him or by the person delivering such animals, articles, goods, or things respectively for carriage: Provided also, that nothing herein contained shall alter or affect the rights, privileges, or liabilities of any such company under the said Act of the eleventh George Fourth and first William Fourth, chapter sixty-eight, with respect to articles of the descriptions mentioned in the said Act.

The construction of this section was much considered in *Peck v. North Staffordshire R. Co.*, 1863; and it was held that in order to exempt a company from loss by the negligence of their servants there must be (1) a contract in writing, signed by the consignor or the person delivering the goods for carriage, and (2) its terms must be judged reasonable by a Court. In that case there were two rates, one lower than the other, in consideration of which the company claimed to be released. But the question whether an alternative rate will make a condition reasonable has been more closely examined in the case of *M. S. and L. R. Co. v. Brown*, 1883, also in the House of Lords. Brown sent a consignment of fish, which was accepted by the plaintiffs, though, owing to the state of the traffic, it could not be forwarded. He signed a note exonerating the company from all liability for loss or damage by delay in transit, or from whatever other cause arising, in consideration of the rates being one-fifth lower than where no such risk note was signed. He sued in the County Court and recovered £1 damages. It was held by the House of Lords that the condition was not unjust and unreasonable, as there was no evidence to show that the ordinary rates (*i.e.*, the rates charged to Brown + 20 per cent.) were unreasonable, and there was some evidence that fish were actually sent at those rates. But this point was overlooked in the County Court, the judge of which gave no express finding of fact upon it. The Court of Appeal had held the contrary, on the ground that the ordinary rate offered as an alternative was illusory, and that the traffic in fish was carried on necessarily under the lower rates. If it were, in fact, so high as to be prohibitory, the House of Lords agreed that the risk note would be void, but on that question of fact they arrived at a different conclusion. The alternative or ordinary rate was understood to be within the maximum.)

As many of the maximum rates now authorised are illusory, in the sense that they are much higher than the traffic can bear, it is obvious that, according to the law as laid down in the above case, a company may, by offering one rate at the maximum, and another

which may be sufficient to cover insurance, entirely escape responsibility even for the grossest negligence. But a company charging its maximum rate cannot exempt itself from loss by the negligence or wilful misconduct of its servants. This is a consideration not to be overlooked in the revision of maximum rates.

The present state of the law cannot be satisfactory either to the railway companies or to the traders ; and the question of insurance as affecting the amount of the maximum rates will naturally be raised in the proceedings before the Board of Trade. It is perhaps worthy of consideration whether the question of carriage could not be entirely separated from the question of insurance. The theory is that the maximum rate includes the charge for insurance: might it not be well to exclude this element and make it a separate and distinct charge? With the experience that the companies have, a competent actuary should be able to prepare tables of insurance that would be fair to the public and safe for the companies. If that were done, and scales of insurance determined according to the class of the goods and the value, a trader sending goods need only stamp "insured" upon the consignment note, and the total charge for conveyance and insurance might then be readily made out. On the other hand, if he was disposed to take his chance, he could save the charge for insurance by taking the whole risk upon himself. Traders who have been accustomed to a course of business may be unwilling to make this change, but, if it could be made, it might simplify greatly the task of fixing maximum rates. It would have the advantage of putting an end to all litigation with respect to the negligence or misconduct of the companies' servants—a fertile topic of controversy; the only question would be, Insured or not?

#### V. PARCELS: GOODS SENT BY PASSENGER TRAIN.

The Rules issued by the Board of Trade provide that "the proposed rates and charges for small packages (not exceeding 500 lb. in weight), parcels, and merchandise traffic in passenger trains are to be stated as indicated in the Form".

Few special Acts fix any maximum for packages under 500 lb. or for conveyance by passenger train, but under this rule that defect will be remedied. It may be a question, however, whether the limit of 500 lb. (which prevails almost universally in the special Acts) is not too high. In America the usual mode of charging is the reverse of ours. We take the ton as a unit, and

in most special Acts it is provided that anything under a quarter of a ton shall be reckoned as a quarter. In America the charge is usually so many cents per 100 lb.

## VI. OBJECTIONS.

Annexed to the Rules is a schedule giving the form in which objections must be filled up. It is important that the directions given in the Rules should be closely followed, otherwise the objection will be liable to be dismissed without being heard. It is essential to specify every part of the proposed classification and schedule of rates which it is intended to question; and it ought to be done so that the railway company may clearly know to what part of their scheme objection is taken. The objection may be either to the classification or to the rates, or to both; and in the form of objection it ought to be shown which is intended.

With respect to the "Grounds of Objection" specified in the second column of the Form, the course to be followed seems to be indicated by sect. 24 of the Act. The only valid objection to a rate or to the classification of any given article is that it is "unjust and unreasonable," but it would probably be well to add in cases where it applies, "and in excess of the sums the company is by its special Acts authorised to charge". The Rules do not prescribe any more detail than simply "the grounds of objection," and there would be great risk in entering into particulars of reasons, because the objector would run the risk of being prevented from going into any other particulars than those he had mentioned.

It is of course a ground of objection that the proposed schedules do not comply with the Rules of the Board of Trade. These Rules have the same validity as the Act. The principal point in which the schedules sent in by railway companies fail to comply with the Rules is that they omit to quote rates "per train" or "per truck" for goods, and confine themselves wholly to rates "per ton".

## VII. WHO HAVE A RIGHT TO OBJECT?

The only answer to this question given in the Act is that the Board of Trade must hear "all parties whom the Board of Trade consider to be entitled to be heard before them". It is to be presumed that this direction will be liberally construed, and that the ruling of the Board of Trade will not be less wide than sect. 7 of

the Traffic Act, 1888. In this connection the words of that section deserve to be borne in mind.

7. (1.) Any of the following authorities, that is to say,  
 (a.) any of the following local authorities, namely, any harbour board, or conservancy authority, the Common Council of the City of London, any council of a city or borough, any representative county body which may be created by an Act passed in the present or any future session of Parliament, any justices in quarter sessions assembled, the Commissioners of Supply of any county in Scotland, the Metropolitan Board of Works, or any urban sanitary authority not being a council as aforesaid, or any rural sanitary authority ; or  
 (b.) any such association of traders or freighters, or chamber of commerce or agriculture as may obtain a certificate from the Board of Trade that it is, in the opinion of the Board of Trade, a proper body to make such complaint,

may make to the Commissioners any complaint which the Commissioners have jurisdiction to determine, and may do so without proof that such authority is aggrieved by the matter complained of, and any of such authorities may appear in opposition to any complaint which the Commissioners have jurisdiction to determine in any case where such authority, or the persons represented by them, appear to the Commissioners to be likely to be affected by any determination of the Commissioners upon such complaint.

(2.) The Board of Trade may, if they think fit, require, as a condition of giving a certificate under this section, that security be given in such manner and to such amount as they think necessary, for any costs which the complainants may be ordered to pay or bear.

(3.) Any certificate granted under this section shall, unless withdrawn, be in force for twelve months from the date on which it was given.

For the purpose of revision of rates, there can of course be no question of costs, as the Board of Trade has no power to award costs ; and it may be considered that all persons "likely to be affected" by a proposed new classification and revision of rates will be entitled to be heard, and also all associations of traders or freighters, or chambers of agriculture or commerce, or local authorities.

Rule No. 10 makes provision for the mode of signing objections by "a company or body or association of persons". The word "company" naturally applies to a trading company, but the words "body or association of persons" seem to point rather to chambers of commerce and such associations of traders as are mentioned in sect. 7. Freighters on any line to which it is proposed that new rates shall apply will, of course, have a right to be heard.

CHAPTER V.  
CLASSIFICATION AND MAXIMUM RATES  
FOR  
GOODS AND ANIMALS  
IN THE PRINCIPAL ACT  
OF THE RAILWAY COMPANIES  
IN THE UNITED KINGDOM.

IN the discussions upon the new classification and revised rates for goods and animals, comparisons will inevitably be instituted between the proposals brought before the Board of Trade and the powers of the railway companies under the existing Acts. In each of the Classification Books the maximum rates of the company have to be set forth "so far as practicable"; but this will not afford traders the means of comparing the maximum rates of one company with those of other companies. To print all the governing Acts would be useless; but it has been thought that by confining the statement to the chief railways and selecting only their principal Act, some valuable information would be afforded. Accordingly the classification of goods, the maximum tonnage rates, the parcels rate, the rates for animals, and the terminal clause of each leading company are printed in tabular form. In every instance where the terminal clause would give a right to a company to charge for station accommodation in addition to the maximum rates, the effective words are printed in italics. Where the terminal clause contains no italicised words, it may be taken that the company cannot, as the law now stands, charge for stations or sidings anything more than the maximum rate.

A perusal of the terminal clauses shows that in one (Glasgow and S. W. R.) a power to charge for stations and loading places in

addition to the maximum rates is expressly given ; in one (G. N. of Scotland R.) the inference drawn by the judges in *Hall's case* is expressly negatived ; that in a third (Caledonian) on one branch of their system there is no power to charge for stations, while other parts are governed by *Hall's case* ; that eight railways have the same clause as in *Hall's case*, but that fourteen of the railways have the same clause as in *Berry's case*, and cannot add a charge for stations to the maximum rate.

As few traders are acquainted with the form of the toll and rate clauses, it has been considered advisable to print in full the clauses (1) of an Act having maximum tolls, but not a maximum rate (as to the distinction between them see p. 33) ; and (2) of an Act having both maximum tolls and maximum rates. Both the Acts selected are now in force : one (the Newport and Pontypool) governing a small Welsh railway, the other (the Great Northern) applying to one of the large English railways. All the other Acts, with slight variations, follow one or other of those models, so that they may be taken as fair samples of the whole.

The Acts are printed in order of date, and not according to the importance of the railways. Read in this succession, they give a tolerably correct notion of the manner in which maximum rate clauses have been improved as time went on.

For the sake of comparison the new schedules of rates are printed, so far as they have come to hand at the time of going to press. The companies have adopted a uniform classification. One classification, therefore, applies to all. By comparing the rate for any article in the existing Acts, by the aid of the alphabetical classification, it will at once be seen whether the new rate is lower or higher than the old. The reader must remember that where the words "any other services incidental to the duty or business of a carrier" are *not* in the terminal clause, the companies are not entitled to charge for stations in addition to their maximum rates.

Some of the companies propose station terminals for animals ; but as the law now stands they cannot add such a charge to their maximum rates. In comparing the old rates with the new this circumstance must not be forgotten.



## NEWPORT AND PONTYPOOL ACT, 1845.

8 and 9 Vict., cap. clxix.

104. And be it enacted, that it shall be lawful for the company to demand any tolls for the use of the railway not exceeding the following ; that is to say—

(1.) In respect of the tonnage of articles conveyed upon the railway, or any part thereof, as follows :

For all sorts of manure, and all undressed materials for the repair of high-ways, and for all coals, culm, coke, ironstone and iron ore, per ton per mile not exceeding three farthings until the expiration of five years after the passing of this Act, and afterwards per ton per mile not exceeding one halfpenny ; and if conveyed in carriages belonging to the company, whether before or after the expiration of the said five years, an additional sum per ton per mile not exceeding one-eighth of a penny.

For all charcoal, limestone, stones for building, pitching, and paving, bricks, tiles, slates, clay, and sand, per ton per mile not exceeding one penny ; and if conveyed in carriages belonging to the company, an additional sum per ton per mile not exceeding one-eighth of a penny.

For all iron, lead, tin, and tin plates (except nails, utensils, or other articles of merchandise), per ton per mile not exceeding one penny halfpenny until the expiration of five years after the passing of this Act, and afterwards per ton per mile not exceeding one penny ; and if conveyed in carriages belonging to the company, whether before or after the expiration of the said five years, an additional sum per ton per mile not exceeding one-eighth of a penny.

For all goods, wares, or merchandise, matters or things (for which no other payment is herein imposed), per ton per mile not exceeding twopence ; and if conveyed in carriages belonging to the company, an additional sum per ton per mile not exceeding one halfpenny.

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, per mile not exceeding sixpence.

And a sum not exceeding twopence per mile for every additional quarter of a ton, or fractional part of a quarter of a ton, which any such carriage may weigh ; and if such carriage be conveyed on a truck or platform belonging to the company, an additional sum per mile not exceeding twopence.

(2.) In respect of passengers and animals conveyed in carriages upon the railway, as follows :

For every person conveyed in or upon any such carriage, per mile not exceeding twopence ; and if conveyed in or upon any carriage belonging to the company, an additional sum per mile not exceeding three halfpence.

For every horse, mule, ass, or other beast of draught or burden, and for every ox, cow, bull, or neat cattle conveyed in or upon any such carriage, per mile not exceeding threepence ; and if conveyed in or upon any carriage belonging to the company, an additional sum per mile not exceeding one penny.

For every calf, or pig, sheep, lamb, or other small animal conveyed in or upon any such carriage, per mile not exceeding one penny ; and if conveyed in or upon any carriage belonging to the company, an additional sum per mile not exceeding one farthing.

105. And be it enacted, that the following provisions and regulations shall be applicable to the fixing of such tolls, and also to the tolls payable for locomotive power ; that is to say—

For articles or persons conveyed on the railway for a less distance than four miles, the company may demand, in addition to the prescribed tolls for conveyance, a reasonable charge for the expense of stopping, loading, and unloading :

For a fraction of a mile beyond four miles or beyond any greater number of miles, the company may demand tolls on merchandise for such fraction in proportion to the number of quarters of a mile contained therein ; and if there be a fraction of a quarter of a mile, such fraction shall be deemed a quarter of a mile, and in respect to passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For the fraction of a ton the company may demand toll according to the numbers of a quarter of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton :

With respect to all articles the weight shall be determined according to the usual avoirdupois weight.

106. And with respect to small packages and single articles of great weight, be it enacted, that notwithstanding the rate of tolls hereby prescribed, the company may lawfully demand the tolls following ; that is to say—

For the carriage of small parcels, that is to say, parcels not exceeding five hundred pounds weight each, the company may demand any sum which they think fit : Provided always that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages :

For the carriage of any single piece of iron, timber, stone, machinery, or other single article, the weight of which, including the carriage, shall exceed four tons, but shall not exceed eight tons, the company may demand such sum as they think fit not exceeding sixpence per ton per mile :

For the carriage of any single piece of iron, stone, timber, machinery, or other single article, the weight of which, including the carriage, shall exceed eight tons, the company may demand such sum as they may think fit.

134. And be it enacted, that the company may demand for the use of steam engines or other moving power, when provided by them for propelling carriages, whether on their own railways or on any other railway, any tolls not exceeding the following ; that is to say—

For each passenger or animal, twopence per mile ; for coals, culm, coke, ironstone, and iron ore, and for iron, lead, tin, and tin plates (except nails, utensils, or other articles of merchandise), three-eighths of a penny per ton per mile ; and for other goods, one halfpenny per ton per mile : Provided, nevertheless, that the company may demand and receive any tolls they may think fit for such moving power in respect of such small parcels for which they are hereinbefore authorised to take tolls for the use of the railway without limitation as to amount.

. . . . .

146. The word “toll” shall include any charge or payment for any passenger, animal, or goods conveyed upon any canal or railway, whether for the use of the canal or railway, or for moving power, or for the use of carriages :

The expression “the railway” shall include the whole of the railway conveniences and works by this Act authorised to be made, and none other, except where other railways are expressly named :

The word “carriage” shall comprehend waggons and other vehicles used for the conveyance of passengers, animals, or goods, of whatever kind.

## GREAT NORTHERN RAILWAY ACT, 1850.

13 and 14 Vict., cap. lxi.

12. And be it enacted, that from and after the passing of this Act it shall be lawful for the said Great Northern and East Lincolnshire Railway Companies to demand and receive, in respect of the use of their respective undertakings, any rates, tolls, and charges not exceeding the rates, tolls, and charges following ; that is to say—

For every passenger conveyed in a first class carriage by any ordinary train, the sum of one penny halfpenny per mile :

For every passenger conveyed in a second class carriage by any such train, the sum of one penny per mile :

For every passenger conveyed in a third class carriage by any such train, the sum of three farthings per mile :

And with respect to horses, cattle, carriages, and goods, as follows :

For every horse, mule, or beast of draught or burden, twopence per mile :

For cattle, the sum of one penny per head per mile :

For every calf, pig, sheep, lamb, or other small animal, one halfpenny per mile :

For every carriage, threepence per mile :

For dung, compost, and all sorts of manure, lime, limestone, and all undressed materials for the repair of public roads, charcoal, pig and bar iron, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone and iron ore, and salt, the sum of one penny per ton per mile :

For all coal, slack, cannel, coke, culm, and cinders, passing any distance not exceeding fifty miles, the sum of three farthings per ton per mile ; and if passing a distance exceeding fifty miles, five-eighths of a penny per ton per mile for the whole distance travelled :

For sheet iron, hoop iron, and all other similar descriptions of wrought iron, one penny halfpenny per ton per mile :

For sugar, grain, corn, flour, hides, dyewood, Manchester packs, earthenware, timber, staves, deals, metals, rails, anvils, vices, and chains, the sum of twopence per ton per mile :

For cotton and other wools, drugs, and manufactured goods, the sum of twopenny halfpenny per ton per mile :

For fish, feathers, canes, cochineal, household furniture, hats, shoes, toys, and all other articles, matters, and things, the sum of threepence per ton per mile :

Provided always that with respect to all persons and things conveyed over

the railways for a less distance than six miles, the said companies may demand tolls as for six miles : and with respect to coals, slack, cannel, coke, culm, and cinders, passing any distance exceeding fifty miles, the companies may demand and receive tolls as for fifty miles at the least.

13. And be it enacted, that the said companies may lawfully demand and receive as their maximum rate of charge for the conveyance of passengers along their railways, including the tolls for the use of the railways and of carriages, and for locomotive power, and for every other expense incidental to such conveyance, except Government duty, any rates or sums not exceeding the rates or sums following ; that is to say—

For every passenger conveyed in or by any express train, the sum of threepence per mile :

For every passenger conveyed in a first class carriage by any ordinary train, the sum of twopence per mile :

Provided that for any fractional part of sixpence beyond an integral number of sixpences, the company may demand sixpence :

For every passenger conveyed in a second class carriage by any such train, the sum of one penny halfpenny per mile :

Provided that for any fractional part of sixpence beyond an integral number of sixpences, the companies may demand sixpence : Provided always, that the second class carriages belonging to the companies shall be closed, and shall have glass windows :

For every passenger conveyed in a third class carriage by any such train, the sum of one penny per mile :

Provided always, that for any fractional part of threepence beyond threepence or a multiple thereof, the companies may demand threepence : Provided also that the third class carriages of the companies shall be covered and have seats for the passengers, and that the companies shall be compelled to convey such carriages along their railways every day as often and upon such conditions as the Railway Commissioners shall from time to time prescribe :

And with respect to the conveyance of goods and minerals, the said companies may lawfully demand and receive as their maximum rate of charge for the conveyance thereof along their railways, including the tolls for the use of the railways and waggons or trucks and locomotive power, and every expense incidental to such conveyance except a reasonable sum for loading, covering, and unloading, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services or any of them are or is performed by the said companies, and except a reasonable sum for warehousing and wharfage, or for any other extraordinary services performed by the said companies (in respect of which the said companies may make a reasonable extra charge), any rates or sums not exceeding the rates or sums following ; that is to say—

For every horse, mule, or other beast of draught or burden, threepence per mile ; but if the owner requires a separate carriage, fivepence per mile :

For every ox, cow, bull, or neat cattle, the sum of twopence per mile ; but if the owner requires a separate carriage, the sum of fourpence per mile :

For every calf or pig, one penny per mile :

For every sheep, lamb, or other small animal, three farthings per mile :

For every carriage, fourpence halfpenny per mile :

For all coal, cannel, culm, coke, slack, and cinders conveyed any distance not exceeding twenty-four miles, the sum of one penny per ton per mile ; and if conveyed for any distance exceeding twenty-four miles, three farthings per ton per mile for the whole distance travelled :

For all dung, compost, and all sorts of manure, lime, limestone, and all undressed materials for the repair of public roads, charcoal, stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone, and iron ore, the sum of one penny halfpenny per ton per mile if conveyed for a distance not exceeding fifteen miles, and the sum of one penny and one-eighth per ton per mile if conveyed a distance exceeding fifteen miles :

For iron not damageable, one penny three farthings per ton per mile :

For damageable iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron, one penny three farthings per ton per mile :

For sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals, hardware in packages or cases, nails, anvils, vices, and chains, the sum of twopence halfpenny per ton per mile if conveyed for a less distance than fifty miles, and the sum of twopence per ton per mile if conveyed fifty miles or upwards :

For cotton and other wools and manufactured goods the sum of threepence per ton per mile if conveyed a less distance than fifty miles, and the sum of twopence halfpenny per ton per mile if conveyed a distance of fifty miles or upwards :

For fish, feathers, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, and things, if conveyed for a less distance than fifty miles, threepence halfpenny per ton per mile, and if conveyed for a distance of fifty miles or upwards the sum of threepence per ton per mile :

And the following regulations shall apply to such maximum rates and charges :

The companies shall be at liberty to fix a minimum charge of ten shillings to be taken for each carriage, and of five shillings for every horse, conveyed upon their railways, notwithstanding the charge for the distance for which such carriage, or horse respectively, may be conveyed according to the rates aforesaid may not amount to those sums :

The companies shall not be compelled to provide waggons or carriages for the conveyance of coal, cannel, slack, culm, coke, or cinders :

Where any of the before-mentioned articles, matters, persons, or things shall be conveyed on the said railways for a less distance than six miles, the said companies are hereby empowered to demand and receive the aforesaid charges, rates, or tolls, as the case may be, for six miles ; and where any such articles, matters, or things shall be carried a distance exceeding twenty-four miles and fifty miles respectively, the companies are hereby empowered to demand and receive rates, tolls, or charges as for twenty-four and fifty miles respectively, at the least :

For the fraction of a mile beyond any integral number of miles, the companies may charge in proportion to the number of quarters of a mile

contained therein, and if there be a fraction of a quarter of a mile then for the full quarter of a mile :

For the fraction of a ton the companies may charge according to the numbers of quarters of a ton, any fraction of a quarter being deemed a quarter :

When a waggon for the carriage of cattle or sheep shall be conveyed by the companies for one party, the charge for any such waggon capable of containing six oxen or twenty-five sheep shall not exceed sixpence per mile :

And with respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

And with respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

14. And be it enacted, that as regards small packages and single articles of great weight, notwithstanding the rate of tolls prescribed by this Act, the said companies may lawfully demand the tolls following ; that is to say—

For the carriage of small parcels, that is to say, any parcel not exceeding five hundred pounds weight, the said companies may demand any sum which they may think fit : Provided always, that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages :

For the carriage of any boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which including the carriage shall exceed four tons but shall not exceed eight tons, the said companies may demand such sum as they think fit, not exceeding eightpence per ton per mile :

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which with the carriage shall exceed eight tons, the said companies may demand such sum as they think fit.

15. Provided always, and be it enacted, that nothing herein contained shall be held to prevent the said companies from taking any increased charge, over and above the charges hereinbefore limited, for the conveyance of goods of any description by agreement with the owners of or persons in charge of such goods, either in respect of the conveyance thereof by passenger or other trains, or by reason of any other special service performed by the said companies in relation thereto, and also any reasonable sum (not exceeding, in case of dispute, such sum as may be limited by the Commissioners of Railways), by way of hoistage, postage, toll, or otherwise, in consideration of the construction or employment or use by the said companies of any hoist or any bridge or other important work which may belong to, or be employed, or used by the said companies.

## GENERAL CONDITIONS.

### APPLICABLE TO THE SCHEDULES OF RATES.

#### GREAT NORTHERN RAILWAY.

1. In this Schedule unless the context otherwise requires :

The term "the Company" means "The Great Northern Railway Company";

The term "the Railway" includes all railways belonging to the company and the following railways which are leased to them in perpetuity, namely—The Nottingham and Grantham Railway and the East Lincolnshire Railway ;

The term "Merchandise" includes all goods (other than those of an explosive or dangerous character), cattle, live stock, and animals ;

The term "the Classification" means the classification of goods and minerals appended to this Schedule ;

The term "Trader" includes any person sending, receiving, or desiring to send merchandise by the railway ;

The term "Terminal Station" means a place at which the company have provided accommodation for receiving or delivering merchandise from or to Traders, but does not include a junction between the railway and a siding not belonging to the company ;

The term "Large Towns" means and includes the following places on the railway, and any other places on the railway which may from time to time be added thereto by the authority of Parliament ; that is to say, London.

2. The maximum rates and charges proposed to be authorised by this Schedule are divided as follows :

**MAXIMUM RATES FOR CONVEYANCE, MAXIMUM STATION TERMINALS, MAXIMUM SERVICE TERMINALS, AND SPECIAL CHARGES.**

- (1) Maximum Rates for conveyance include the charge for conveying merchandise by merchandise train along the railway, and, except as hereinafter specified, the provision of trucks for that purpose. The provision of trucks is not included in the maximum rates applicable to—

- (i.) All merchandise comprised in Class A ;



- (ii.) The following merchandise comprised in Class B, viz. : Gas purifying refuse, night soil, and salt ;
  - (iii.) The following merchandise comprised in Class C, viz. : Creosote, coal tar, gas tar, and gas water.
  - (2) Maximum Station Terminals include the charge for accommodation (but excluding coal drops) at terminal stations provided by the company for dealing with merchandise as carriers thereof, before or after conveyance, together with such services as are necessarily rendered to all descriptions of merchandise without exception, including a share of general charges and office expenses ; shunting and marshalling of trucks ; and in the provision of engines, horses, labour, machinery, plant, and stores used in the services referred to in this sub-section ;
  - (3) Maximum Service Terminals include the charges for labour of servants of the company in loading and unloading ; covering and uncovering merchandise ; the share of general charges and office expenses specially attributable to the classes of merchandise in respect of which a service terminal is authorised ; and in the provision of machinery, plant, stores, and sheets used in the services referred to in this sub-section.
3. Special charges include charges under the following heads, namely—
- (i.) In respect of accommodation provided or services rendered by the company at places other than stations on the railway to or from which merchandise shall be conveyed by the desire of any trader ;
  - (ii.) In respect of the use or occupation of any station, siding, wharf, depôt, warehouse, cranes, trucks, machinery, or plant beyond such a period, before or after conveyance, as shall be reasonably necessary for the purpose of loading or unloading the merchandise of any trader, and of services rendered in connection with such use or occupation ;
  - (iii.) In respect of the provision of trucks for merchandise when such charges are not included in the maximum rates ;
  - (iv.) In respect of coal drops ;
  - (v.) Loading or unloading, covering or uncovering merchandise included in Class A or Class B of the classification ;
  - (vi.) Collection and delivery ;
  - (vii.) The conveyance of merchandise by passenger trains ;
  - (viii.) The special charges authorised by the Great Northern Railway and East Lincolnshire Railway Acts Amendment Act, 1850, by way of hoistage, pontage toll, or otherwise ;
  - (ix.) In respect of accommodation provided or services rendered by the company, as carriers, by desire of any trader, whether on the pre-

mises of the company or elsewhere, not included in the accommodation or among the services for which any other charge is authorised.

Special charges must be reasonable, and must be agreed between the trader and the railway company ; or, in case of difference, determined by the Railway and Canal Commission. Special charges shall be demanded and received only from the trader for, or to whom the accommodation or service for which it is authorised is provided or rendered, and the company shall not in any case be under any obligation to provide or render such accommodation or service.

4. The following provisions and regulations shall be applicable to the fixing of all rates and charges for merchandise traffic under this Schedule :

- (i.) In calculating the distance along the railway for the purpose of the maximum rates for conveyance of any merchandise, the company shall not include any portion of their railway which may in respect of that merchandise be the subject of a charge for station terminal ;
- (ii.) For any distance not exceeding six miles the company may demand and receive the rates for conveyance authorised by this Schedule as for six miles ;
- (iii.) For any quantity in one truck received from or delivered on or at a siding not belonging to the company, the company may charge as for a reasonable minimum load, having regard to the nature of the traffic conveyed ;
- (iv.) In respect of consignments carried at a tonnage rate the company may charge for a fraction of a ton according to the number of quarters of a ton in that fraction, and a fraction of a quarter of a ton shall be deemed a quarter of a ton ;
- (v.) For a fraction of a mile, the company may charge according to the number of quarters of a mile in that fraction, and a fraction of a quarter of a mile shall be deemed a quarter of a mile ;
- (vi.) For a fraction of a penny in the gross amount of rates and charges in respect of any consignment for the entire distance carried the company may demand a penny ;
- (vii.) Weight (except as to stone and timber when charged by measurement) shall be determined according to the imperial avoirdupois weight ;
- (viii.) All stone and timber shall be charged at actual weight, when such weight can be conveniently ascertained ;
- (ix.) When the actual weight of stone in blocks or timber cannot be conveniently ascertained, fourteen cubic feet of stone in blocks, and forty cubic feet of oak, mahogany, teak, beech, greenheart, ash, elm, birch, hickory, ironwood, baywood, and other heavy timber, and fifty cubic feet of poplar, larch, or other light timber, shall be deemed one ton weight, and so in proportion for any smaller quantity ;

- (x.) Articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages.

5. Nothing herein contained shall prejudice or affect the tolls or charges which the company are, under their Acts of Parliament, authorised to demand and receive in respect of the use of their railway by any company or person, or the charges which the company are authorised to make under any general Act.

The general conditions of the railways whose Schedules are printed in this chapter are in substance identical with those contained in the Great Northern. Taking, therefore, the conditions of the Great Northern as a type, it will be sufficient merely to point out the variations.

#### DEFINITIONS.

“The term ‘the railway’ includes any railway over which the company shall convey merchandise, and in respect of which no maximum charges, other than those specified in this Schedule, are for the time being authorised by Parliament.”

This definition is given in the Schedules of the following railways :

1. Great Southern and Western (Ireland).
2. Belfast and Northern Counties.
3. Midland Great Western.
4. Great Western.
5. Manchester, Sheffield, and Lincolnshire.
6. London, Tilbury, and Southend.
7. North-Eastern.
8. Glasgow and South-Western.
9. North British.
10. Great North of Scotland.
11. Lancashire and Yorkshire.
12. Caledonian.
13. Highland.

“The term ‘the railway’ includes—

“(A) All railways owned solely by the company ;

“(B) All railways leased to or worked by the company solely so long as any such lease or working shall continue.”

This definition is given in the following :

1. South-Eastern.
2. London and South-Western.
3. London, Chatham, and Dover.

4. London, Brighton, and South Coast.

5. Cambrian.

“The term ‘the railway’ includes all railways and stations of the company authorised or constructed in England and Wales, and includes the following lines leased to the company, namely—The Stafford and Wellington Railway, the Nantyglo and Blaina Railway, and the short railway at Leicester, the Middlewood Junctions, jointly owned by the company and the North Staffordshire Railway Company, and also any station or dépôt exclusively owned, leased, or occupied by the company, and situate upon any other railway.”

This definition is given only in the London and North-Western.

“The term ‘the railway’ includes—

“(A) All railways belonging to the company ;

“(B) All railways belonging to the company jointly with any other company or companies in respect to the separate use of such railways by the company ;

“(C) All railways leased to or worked by the company solely so long as such lease or working shall continue ;

“(D) All railways leased to or worked by the company jointly with any other company or companies so long as such lease or working shall continue in respect of the separate use of such railways by the company.”

This definition is given only in the Midland.

“The term ‘the railway’ includes—

“(A) All railways belonging to the company ;

“(B) The following railways leased to the company for 999 years, viz.: Northern and Eastern, Colchester, Stour Valley, Sudbury and Halstead ; London and Blackwall and Extensions, Thetford and Watton, Watton and Swaffham, Ely and St. Ives, and Ely and Newmarket Railways.”

This definition is given in the Schedule of the Great Eastern.

“Large town” is referred to in some Schedules as affecting the amount of station terminals.

The term “large town” means and includes London (including the places on the railway certified by the Board of Trade, or which the Board of Trade may from time to time certify, to be within an

Urban District under the provisions of the Cheap Trains Act, 1883, as regards the company), on the following railways :

1. South-Eastern.
2. London and South-Western.
3. London, Tilbury, and Southend.
4. London, Chatham, and Dover.
5. Great Eastern.
6. London, Brighton, and South Coast.

London, Liverpool (including Bootle), Manchester (including Salford), and Birmingham.

This applies to—

1. London and North-Western.
2. Midland.
3. Great Western.
4. Lancashire and Yorkshire (excepting London).

Manchester, Ashton-under-Lyne, Oldham, Barnsley, Sheffield, Rotherham, Hull, Grimsby, on the—

1. Manchester, Sheffield, and Lincolnshire.

Glasgow, Paisley, and Greenock, on the—

1. Glasgow and South-Western.

Dundee, Edinburgh, Glasgow, and Leith, on the—

1. North British.

Aberdeen, on the—

1. Great North of Scotland.

Aberdeen, Dundee, Edinburgh, Glasgow, Greenock, Leith, and Paisley, on the—

1. Caledonian.

#### THE PROVISION OF TRUCKS

is not included in the maximum rates in the following cases :

- (i.) All merchandise comprised in Class A ;
- (ii.) The following merchandise comprised in Class B, viz.:  
Lime, limestone, clay, or sand in bulk, gas lime, or purifying refuse, night soil, salt ;
- (iii.) The following merchandise comprised in Class C, viz.:  
Coal tar creosote, coal tar, gas tar, gas water.

This list applies to the following railways :

1. Midland Great Western (Ireland).
2. South-Eastern.
3. London and South-Western.
4. London and North-Western, except that under (ii.) limestone is omitted.
5. Midland.
6. Great Western.
7. Manchester, Sheffield, and Lincolnshire.
8. London, Tilbury, and Southend.
9. Lincoln, Chatham, and Dover.
10. Lancashire and Yorkshire, except that under (ii.) lime, limestone, and clay are omitted.
11. Great Eastern.
12. London, Brighton, and South Coast.
13. Cambrian.

In some Schedules the maximum rate includes the provision of trucks, except in the following cases :

- (i.) All merchandise comprised in Class A ;
- (ii.) The following merchandise comprised in Class B, viz. :  
Gas lime, gas purifying refuse, night soil, salt in bulk.

This applies to the following railways :

1. Great Southern and Western (Ireland).
2. Belfast and Northern Counties.
3. Great Northern (Ireland).
4. Waterford and Limerick.

In other instances, the exception applies in the following :

Gas lime, gas purifying refuse, night soil, salt in bulk, comprised in Class B ; and

Coal tar creosote, coal tar, gas tar, gas water, comprised in Class C.

This list appears in the Schedules of the following railways :

1. Glasgow and South-Western.
2. North British.
3. Great North of Scotland.
4. Caledonian.
5. Highland.

According to the Schedules of the North-Eastern and Cambrian Railways, the provision of trucks appears to be included in all cases without exception.

#### SPECIAL CHARGES.

1. The supply and use of sheets is included in nearly all the Schedules, with the exception of the Great Northern.

2. When payment for trucks is not included in the maximum rate, sometimes a limit is imposed upon the charge for trucks.

“For distances up to 50 miles, 6d. per ton.

” ” from 50 to 100 miles, 9d. per ton.

” ” over 100 miles, 1s. per ton.

“The charges for Class A, including waggon hire, are in no case to exceed the rates for Class B.”

This limit is to be found in the Schedules of the following companies :

1. Great Southern and Western (Ireland).
2. Belfast and Northern Counties.
3. Great Northern (Ireland).
4. Midland Great Western (Ireland).
5. South-Eastern.
6. Waterford and Limerick.

“For distances not exceeding 50 miles, 6d. per ton ; for distances exceeding 50 miles, but not exceeding 150 miles, 1s. per ton ; for distances exceeding 150 miles, 1s. 3d. per ton.”

This scale is followed in several railways :

1. South-Eastern.
2. London and South-Western.
3. London and North-Western.
4. Midland.
5. Great Western Railway.
6. Manchester, Sheffield, and Lincolnshire.
7. London, Tilbury, and Southend.
8. Lancashire and Yorkshire.
9. Great Eastern.
10. London, Brighton, and South Coast.
11. Cambrian.

3. “Charges in respect of wharf accommodation provided by the company, and special services rendered by the company in respect of loading or unloading into or out of vessels or barges :”

Wharfage is included in the Schedules of the—

1. London and South-Western.
2. London, Chatham, and Dover.
3. London, Brighton, and South Coast.

4. The following clause is found in several schedules :

“Any other accommodation provided or services rendered by the company by desire of any trader whether on the premises of the company or elsewhere”.

1. Great Southern and Western (Ireland).
2. Belfast and Northern Counties.
3. Great Northern (Ireland).

5. In many of the Schedules no maximum is fixed for conveyance of goods by passenger train; but there are some exceptions.

"In respect of the conveyance by passenger trains of such merchandise (other than small packages and parcels not exceeding 560 lb. in weight) as the company may agree to convey by such trains, they may charge 50 per cent. in excess of the maximum rates and charges authorised in respect of such merchandise when conveyed by merchandise train."

This provision is contained in the Schedule of the—

1. London and North-Western.
2. Manchester, Sheffield, and Lincolnshire.

"Charges in respect of the conveyance by passenger trains of small packages not exceeding 2d. per lb., with a minimum charge of 9d. per package."

This provision appears in the Schedule of the—

1. Great Western.

#### GENERAL PROVISIONS.

"The company may take increased charges over and above the maximum charges, by agreement with the owners or consignors of any traffic of any description."

This provision does not appear in the Great Northern Schedule, but it is introduced in the Schedules of all the other railways.

Another example of a general provision, somewhat more extensive than that given in the Schedule of the Great Northern, is the following :

"Nothing herein contained shall prejudice or affect the tolls or charges which the company are, under the provisions of any special Act, authorised to demand and receive in respect of the use of the railway by any company or person, or in respect of any horse-tramway, canal, dock, wharf, or quay, tip, ferry, steam or other vessel, pontoon or landing stage, or the charges which the company are authorised to make under any general Act".

This is found in the Schedules of the—

1. Great Western.
2. London, Tilbury, and Southend.
3. Great Eastern.
4. Caledonian.
5. Highland.
6. Waterford and Limerick.

In some of the Schedules general conditions singular to the particular railway are to be found. It will be convenient to



enumerate such under the railway to which they apply and to assist any attempt at classification.

(1) GREAT SOUTHERN AND WESTERN, and

(2) WATERFORD AND LIMERICK, have the following :

“For any quantity of merchandise in one truck, comprised in Classes 1 to 5 inclusive of the classification not exceeding one ton in weight, if conveyed to or from any siding or other place in respect of which the company are not authorised to charge a terminal, the company may demand and receive the rates and charges authorised by this Schedule as for a quantity of one ton ”.

(3) BELFAST AND NORTHERN COUNTIES.

*As to the Tramways of the Belfast Harbour Commissioners, and the Central Railway Branch of the Great Northern Railway (Ireland):*

“The company may make such reasonable charge as they may see fit in respect of haulage of merchandise over the tramways of the Belfast Harbour Commissioners, and over the branch line of the Great Northern Railway (Ireland), formerly known as the Belfast Central Railway, and for other services in respect of such merchandise on such tramways and railways respectively, in addition to the tolls they may from time to time pay to the said Harbour Commissioners and the Great Northern Railway Company (Ireland) for the use of such tramways and railway respectively ”.

(4) MIDLAND GREAT WESTERN (IRELAND).

“Regulation as to conveyance.

“The conveyance of merchandise shall be deemed to commence when the train conveying the same starts from the forwarding terminal station, and to terminate when such merchandise arrives at the receiving terminal station.

“In measuring the distance on the railway over which merchandise shall be conveyed for the purpose of fixing the maximum charge for the conveyance thereof, the measurement shall be the actual distance on the line of railway over which the merchandise shall be conveyed.

“No terminal charges shall be demanded by the company in respect of the use of any merchandise for any station through which such merchandise may pass in the course of the conveyance thereof, save where transhipment is rendered necessary by break of gauge, or the absence of continuous railway communication.”

"6. The company may refuse to convey any traffic tendered to them which is not conveniently and properly packed according to the usage of the trade to which such traffic specially belongs ; but they may receive and convey the same under a special contract with the trader.

"7. The company do not undertake to carry merchandise other than small parcels not exceeding 112 lb. in weight each, by passenger trains, nor to carry parcels of any description, by fast or express passenger trains.

"8. The company reserve the power to refuse to carry any animal by passenger trains."

(5) LONDON AND NORTH-WESTERN.

"In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the Runcorn Bridge is to be calculated as nine miles, and the Junction Railway authorised by the Stockport, Disley, and Whaley Bridge Railway Act, 1855, is to be calculated as three-quarters of a mile."

(6) GREAT WESTERN.

"In respect of merchandise conveyed over any of the lines following :

Bala and Dolgelly,	Stourbridge,
East Somerset,	West Cornwall,
Ely and Clydach,	Wilts, Somerset, and Wey-
Forest of Dean,	mouth,
South Wales (between Llan-	Wycombe, and Extensions
trissant and New Milford),	to Aylesbury and Ox-
South Devon and Branches,	ford—

when the total distance for which such merchandise is conveyed along the railway does not exceed thirty miles, the company may demand and receive, in addition to the authorised rates, the following rates for each mile of the distance which the traffic may be conveyed over such lines, or any portion of them, that is to say—

"In respect of merchandise comprised in Classes A and B, one farthing per ton ;

"In respect of merchandise comprised in Class C and Classes 1-5, one halfpenny per ton ;

"In respect of animals and carriages, one penny per truck.

"12. In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, and for accounting by or between Railway Companies, and for the apportionment of the receipts of merchandise traffic interchanged with any railway company, the Severn Tunnel is to be calculated as twelve miles."

(7) MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE.

"8. The company may refuse to convey any traffic tendered to them which is not conveniently and properly packed according to the usage of the trade to which such specially belongs, but they may receive and convey the same under a special contract with the trader.

"9. Nothing herein contained shall alter, prejudice, or affect the tolls which the company are authorised to demand and receive in respect of the use of the bridge over the River Trent at Keadby, as provided for under section 6 of the South Yorkshire Railway Amendment Act, 1861 (24 and 25 Vict., cap. 169), or in respect of the use of the South Yorkshire Railway under the provisions of section 17 of the South Yorkshire Railway and River Dun Company's Transfer Act, 1864 (27 and 28 Vict., cap. 77).

"10. Nothing herein contained shall alter, prejudice, or affect the power which the company have to levy tolls for passing across the Humber in the company's boats under section 195 of the Manchester, Sheffield, and Lincolnshire Railway Act, 1849 (12 and 13 Vict., cap. 81)."

(8) NORTH-EASTERN.

"4. The company may in substitution for the rates and charges authorised by this Schedule demand and receive in respect of the railways in Middlesbrough, in the county of York, formerly known as the Middlesbrough Owners' Railways, and referred to in section 18 of the North-Eastern Railway Act, 1884, the rates and charges which they are authorised to charge under the provisions of the said last-mentioned Act. The company may also in addition to the rates and charges authorised by this Schedule demand and receive for the conveyance of merchandise on the Railway No. 1 authorised by the North-Eastern Railway Company's (New Lines) Act, 1874, and known as the York Cattle Market Branch, the special or additional rates and charges which they are authorised to charge under the provisions of the said last-mentioned Act."

(9) LANCASHIRE AND YORKSHIRE.

"6. Nothing herein contained shall take away, alter, prejudice, or affect any of the rights, privileges, and powers conferred on the company, either alone or jointly with any other company, under the provisions of the following Acts, with respect to the following matters, viz.:

"(A) Section 168 of the North Union Railway Act, 1834 (4 Wm. IV., cap. 25), with respect to pontage on crossing the Ribble as therein mentioned ;

"(B) Section 107 of the Fleetwood, Preston, and West Riding Junction Railway Act, 1856 (19 and 20 Vict., cap. 44), with respect to tolls and charges for traffic passing through the tunnel in the town of Preston as therein mentioned ;

"(C) Section 74 of the Lancashire and Yorkshire and East Lancashire Railways Amalgamation Act, 1859 (22 and 23 Vict., cap. 110), with respect to the additional rate of tollage or tonnage prescribed by section 39 of the Lancashire and Yorkshire Railway Act, 1849, in respect of the portion of railway therein mentioned ;

"(D) Section 29 of the Lancashire and Yorkshire Railway Act, 1878 (41 and 42 Vict., cap. 176), with respect to charges for warehousing and wharfage as therein mentioned."

(10) CAMBRIAN.

"3. The following provisions and regulations shall be applicable to the fixing of all rates and charges for merchandise traffic under this Schedule :

"(i) For the use of Barmouth Viaduct the company may demand and receive the rates for conveyance authorised by this Schedule as for four miles ;

"(ii) Notwithstanding the provisions of the Aberystwith and Welsh Coast (General) Act, 1865, the rates for conveyance authorised by this Schedule shall apply to the whole of the railway over which any merchandise is conveyed between the company's station at Aberdovey and the company's station at Ynyslas ;



## GREAT NORTHERN (See also pp. 109-112).

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Proposed Maximum Rates for Conveyance.				Proposed Maximum Station Terminal at each end.		Proposed Maximum Service Terminal at each end.	
	For the first 10 miles or any part of such distance	For the next 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance	At large Towns as defined.	At any other Station.	At large Towns as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in Class A of the Classification, ..	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.
" Class B, ..	1 $\frac{3}{4}$	1 $\frac{1}{4}$	3 $\frac{1}{4}$	3 $\frac{1}{4}$	0 8	0 6	...	...
" Class C, ..	2	1 $\frac{1}{2}$	1	1 $\frac{1}{2}$	1 0	0 9	...	...
" Class 1, ..	2 $\frac{1}{2}$	2	1 $\frac{1}{2}$	1	1 3	1 0	0 9	0 6
" Class 2, ..	3	2 $\frac{1}{4}$	1 $\frac{3}{4}$	1 $\frac{1}{4}$	2 0	1 6	1 6	1 0
" Class 3, ..	3 $\frac{1}{2}$	2 $\frac{1}{2}$	2	1 $\frac{1}{2}$	2 0	1 6	1 9	1 3
" Class 4, ..	4	2 $\frac{3}{4}$	2 $\frac{1}{4}$	1 $\frac{1}{4}$	2 0	1 6	2 0	1 6
" Class 5, ..	5	3 $\frac{1}{2}$	3	2	2 0	1 6	2 9	2 0
		4	3 $\frac{1}{2}$	3	2 0	1 6	3 6	2 6

## PART II.—ANIMALS.

DESCRIPTION.	Proposed Maximum Rates for Conveyance per Head.			
	Rate per mile.	Station Terminal at each end.	Service Terminal at each end.	Minimum Charge.
	d.	s. d.	s. d.	s. d.
For every horse, mule, or other beast of draught or burden, ..	3	0 6	0 6	5 0
For every ox, cow, bull, or head of neat cattle, ..	2	0 6	0 4	3 6
For every calf, pig, sheep, lamb, or other small animal, ..	1	0 2	0 1 $\frac{1}{2}$	2 0
For every animal of the several classes above enumerated conveyed in a separate carriage by direction of the consignor, or from necessity, ..	6	1 6	1 0	7 6
DESCRIPTION.	Proposed Maximum Rates for Conveyance per Truck.			
For each truck containing not more than six oxen, cows, neat cattle, or calves, ..	6	1 6	1 0	5 0
For each truck containing not more than nine oxen, cows, neat cattle, or calves, ..	7	1 6	1 0	5 0
For each truck containing more than nine oxen, cows, neat cattle, or calves, ..	8	1 6	1 0	5 0
For each truck containing not more than twenty-five sheep or pigs, ..	6	1 6	1 0	5 0
For each truck containing not more than thirty-five sheep or pigs, ..	7	1 6	1 0	5 0
For each truck containing more than thirty-five sheep or pigs, ..	8	1 6	1 0	5 0

## PART V.—SMALL PARCELS.

Description.	Proposed Charge.
For small packages and parcels not exceeding 560 lb. in weight conveyed by merchandise trains.	Such reasonable sum as the company may think fit.

## GREAT SOUTHERN AND WESTERN OF IRELAND, 1844.

7 and 8 Vict., cap. 100.

## MAXIMUM TOLLS ONLY.

*Tolls for Goods.*

All dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or highways—

For use of railway .....	per ton per mile	1d.
For use of carriages.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

All coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

For use of railway.....	per ton per mile	1 $\frac{1}{2}$ d.
For use of waggons.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

All sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, and deals, metals except iron, nails, anvils, vices, and chains—

For use of railway.....	per ton per mile	2d.
For use of waggons.....	" "	$\frac{3}{4}$ d.
For locomotive power.....	" "	1d.

All cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters or things—

For use of railway.....	per ton per mile	3d.
For use of waggons.....	" "	1d.
For locomotive power.....	" "	1d.

*Tolls for Animals.*

Horse, mule, ass, or other beast of draught or burden, ox, cow, bull, neat cattle—

For use of railway.....	per head per mile	3d.
For use of waggons.....	" "	1d.
For locomotive power.....	" "	1d.

Calf, pig, sheep, lamb, or other small animal—

For use of railway.....	per head per mile	1d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

*Parcels.*

Parcels not exceeding 500 lb., "any sum which they think fit".

*Terminal Clause.*

For articles or persons conveyed on the railway for a less distance than six miles, the company may demand, in addition to the tolls and charges for conveyance, a reasonable charge for the expense of stopping, loading, and unloading.

## GREAT SOUTHERN AND WESTERN RAILWAY (IRELAND).

Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles or any part of such distance. Per ton per mile.	For the next 20 miles or any part of such distance. Per ton per mile.	For the next 20 miles or any part of such distance. Per ton per mile.	For the remainder of the distance. Per ton per mile.	Station.		Service.	
					At the For-warding Station. Per ton.	At the Receiving Station. Per ton.	At the For-warding Station. Per ton.	At the Receiving Station. Per ton.
Class A,	1½d.	1½d.	1d.	¾d.	5d.	5d.	...	...
Class B,	2d.	1½d.	1½d.	1d.	6d.	6d.	...	...
Class C,	2½d.	2d.	1½d.	1½d.	8d.	8d.	6d.	6d.
Class 1,	2½d.	2½d.	2½d.	2d.	1s. 3d.	1s. 3d.	9d.	9d.
Class 2,	3d.	2½d.	2½d.	2½d.	1s. 6d.	1s. 6d.	9d.	9d.
Class 3,	3½d.	3½d.	3d.	2½d.	1s. 6d.	1s. 6d.	1s. 0d.	1s. 0d.
Class 4,	4d.	3½d.	3½d.	3d.	1s. 6d.	1s. 6d.	1s. 6d.	1s. 6d.
Class 5,	4d.	4d.	3½d.	3½d.	1s. 6d.	1s. 6d.	2s. 0d.	2s. 0d.

## PART II.—ANIMAL CLASS.

Proposed Maximum Rates and Charges per Head.

DESCRIPTION.	Rate for Conveyance per mile.	Proposed Maximum Terminal Charges.				Minimum Charge.
		Station.		Service.		
		At the For-warding Station.	At the Receiving Station.	At the For-warding Station.	At the Receiving Station.	
For every Horse, Mule, Ass, or other Beast of Draught or Burden, ..	5d.	6d.	6d.	6d.	6d.	5s. 0d.
For every Ox, Cow, Bull, or head of Neat Cattle, ..	2d.	6d.	6d.	4d.	4d.	3s. 6d.
For every Calf, Pig, Sheep, Lamb, Goat, or other small Animal, ..	$\frac{3}{4}$ d.	2d.	2d.	1 $\frac{1}{2}$ d.	1 $\frac{1}{2}$ d.	2s. 0d.
For every Animal of the several classes above enumerated, conveyed in a separate Carriage, by direction of the Consignor, or from necessity,	6d.	1s. 6d.	1s. 6d.	1s. 0d.	1s. 0d.	7s. 6d.

Proposed Maximum Rates and Charges per Truck.

DESCRIPTION.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles. Per mile.	For the next 20 miles. Per mile.	For the next 20 miles. Per mile.	For the remainder of the distance. Per mile.	Station.		Service.	
					At the For-warding Station.	At the Receiving Station.	At the For-warding Station.	At the Receiving Station.
For each Truck not exceeding 14 feet in length inside measurement, containing any consignment by the same person of Oxen, Cows, Bulls, Neat Cattle, Calves, Pigs, Sheep, Lambs, or Goats,	10d.	9d.	7d.	6d.	1s. 6d.	1s. 6d.	1s. 0d.	1s. 0d.

The Terminal Charges on Animals sent by the same person, at a rate calculated per head, and carried in the same Truck, shall in no case exceed the Terminal Charges per Truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight, ... ..	} Such reasonable sum as the company may think fit.



## BELFAST AND NORTHERN COUNTIES, 1845.

8 and 9 Vict., cap. 81.

## MAXIMUM TOLLS ONLY.

*Tolls for Goods.*

All dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or highways—

For use of railway.....	per ton per mile	1d.
For use of waggons.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

All coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

For use of railway.....	per ton per mile	2d.
For use of waggons.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

All sugar, grain, corn, flour, meal, bread, potatoes, hay, straw, flax, tow, linen or cotton yarn, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains—

For use of railway.....	per ton per mile	2 $\frac{1}{2}$ d.
For use of waggons.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

All cotton and other wools, drugs (except vitriol), manufactured goods, and all other wares, merchandise, fish, or things—

For use of railway.....	per ton per mile	3 $\frac{1}{2}$ d.
For use of waggons.....	" "	$\frac{1}{2}$ d.
For locomotive power.....	" "	1d.

*Tolls for Animals.*

Every horse—

For use of railway and waggons.....	per mile	5d.
For locomotive power.....	"	1d.

Every ox, cow, bull, or neat cattle—

For use of railway.....	"	2d.
For use of waggons.....	"	1d.
For locomotive power.....	"	1d.

Every calf, or pig, sheep, lamb, or small animal—

For use of railway.....	"	$\frac{1}{2}$ d.
For use of waggons.....	"	$\frac{1}{2}$ d.
For locomotive power.....	"	1d.

*Parcels.*

Parcels under 500 lb., "any reasonable sum".

*Terminal Clause.*

For articles or persons conveyed on the railways for a less distance than six miles, the company may demand, in addition to the prescribed tolls for conveyance, a reasonable charge for the expenses of stopping, loading, and unloading.

## BELFAST AND NORTHERN COUNTIES RAILWAY.

## Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the undermentioned Classes.	Proposed Maximum Rate for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles or any part of such distance	For the next 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance	Station.		Service.	
	Per ton per mile.	Per ton per mile.	Per ton per mile.	Per ton per mile.	At the For-warding Station. Per ton.	At the Re-ceiving Station. Per ton.	At the For-warding Station. Per ton.	At the Re-ceiving Station. Per ton.
Class A ... ..	d. 1½	d. 1½	d. 1	d. ½	s. d. 0 5	s. d. 0 5	s. d. ...	s. d. ...
Class B ... ..	2	1½	1½	1	0 6	0 6	...	...
Class C ... ..	2½	2	1½	1½	0 8	0 8	0 6	0 6
Class 1 ... ..	2½	2½	2½	2	1 3	1 3	0 9	0 9
Class 2 ... ..	3	2½	2½	2½	1 6	1 6	0 9	0 9
Class 3 ... ..	3½	3½	3	2½	1 6	1 6	1 0	1 0
Class 4 ... ..	4	3½	3½	3	1 6	1 6	1 6	1 6
Class 5 .. ...	4	4	3½	3½	1 6	1 6	2 0	2 0

## PART II.—ANIMALS.

DESCRIPTION.	Rate of Conveyance per mile.	Proposed Maximum Terminal Charge.				Minimum Charge.
		Station.		Service.		
		At the For-warding Station.	At the Re-ceiving Station.	At the For-warding Station.	At the Re-ceiving Station.	
For every Horse, Mule, Ass, or other Beast of draught or burden ..	d. 5	s. d. 0 6	s. d. 0 6	s. d. 0 6	s. d. 0 6	s. d. 5 0
For every Ox, Cow, Bull, or head of Neat Cattle ..	2	0 6	0 6	0 4	0 4	3 6
For every Calf, Pig, Sheep, Lamb, Goat, or other small Animal ..	$\frac{1}{2}$	0 2	0 2	0 1 $\frac{1}{2}$	0 1 $\frac{1}{2}$	2 0
For every Animal of the several classes above enumerated conveyed in a separate carriage by direction of the Consignor, or from necessity ..	6	1 6	1 6	1 0	1 0	7 6

## PROPOSED MAXIMUM RATES AND CHARGES PER TRUCK.

DESCRIPTION.	Proposed Maximum Rate for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles.	For the next 20 miles.	For the next 20 miles.	For the remainder of the distance	Station.		Service.	
	Per mile d.	Per mile d.	Per mile d.	Per mile d.	At the For-warding Station. s. d.	At the Re-ceiving Station. s. d.	At the For-warding Station. s. d.	At the Re-ceiving Station. s. d.
For every Truck not exceeding 14 feet in length, inside measurement, containing any consignment by the same person of Oxen, Cows, Bulls, Neat Cattle, Calves, Pigs, Sheep, Lambs or Goats—	10	9	7	6	1 6	1 6	1 0	1 0

The Terminal Charges on Animals sent by the same person at a rate calculated per head and carried in the same Truck shall in no case exceed the Terminal Charges per Truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight... ..	Such reasonable sum as the company may think fit.

## GREAT NORTHERN (IRELAND), 1877.

40 and 41 Vict., cap. 70.

## MAXIMUM TOLLS.

*Goods* (8 and 9 Vict., cap. 96), 1845.

Dung, compost, and all sorts of manure, lime and limestone, and all undressed material for the repair of public roads and highways—

For use of railway.....	<i>per ton per mile</i>	1d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

Coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

For use of railway.....	<i>per ton per mile</i>	2d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

Sugar, grain, corn, flour, hides, dyewood, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains—

For use of railway.....	<i>per ton per mile</i>	$2\frac{1}{2}$ d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

Cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters or things—

For use of railway.....	<i>per ton per mile</i>	$3\frac{1}{2}$ d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden—

For use of railway.....	<i>per head per mile</i>	4d.
For use of waggons.....	" "	1d.
For locomotive power.....	" "	1d.

Ox, cow, bull, or neat cattle—

For use of railway.....	<i>per head per mile</i>	2d.
For use of waggons.....	" "	1d.
For locomotive power.....	" "	1d.

Calf or pig, sheep, lamb, small animal—

For use of railway.....	<i>per head per mile</i>	$\frac{1}{4}$ d.
For use of waggons.....	" "	$\frac{1}{4}$ d.
For locomotive power.....	" "	1d.

*Parcels* (18 and 19 Vict., cap. 105, sect. 40).

For any distance, 7 lb. and under .....each 6d.

Exceeding	7 lb. and not exceeding	14 lb.	"	9d.
"	14 lb. "	28 lb.	"	1s.
"	28 lb. "	56 lb.	"	2s.
"	56 lb. "	500 lb.	"	"any

reasonable sum they may think fit".

*Terminal Clause.*

For articles or persons conveyed on the railway for a less distance than six miles the company may demand, in addition to the prescribed tolls for conveyance, a reasonable charge for the expense of stopping, loading, and unloading.

## GREAT NORTHERN RAILWAY (IRELAND).

## Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in—	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.	
	For the first 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the next 20 miles, or any part of such distance	Over 50 miles.	Station Terminal at each end.	Service Terminal at each end.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.
Class A of the Classification,	1½d.	1½d.	1d.	¾d.	5d.	...
Class B	2d.	1½d.	1½d.	1d.	6d.	...
Class C	2½d.	2d.	1½d.	1½d.	8d.	6d.
Class 1	2½d.	2½d.	2½d.	2d.	1s. 3d.	9d.
Class 2	3d.	2½d.	2½d.	2½d.	1s. 6d.	9d.
Class 3	3½d.	3½d.	3d.	2½d.	1s. 6d.	1s.
Class 4	4d.	3½d.	3½d.	3d.	1s. 6d.	1s. 6d.
Class 5	4d.	4d.	3½d.	3½d.	1s. 6d.	2s.

## PART II.—ANIMALS.

DESCRIPTION.	Proposed Maximum Rates for Conveyance and Maximum Terminal Charges per Head.			
	Rate for Conveyance per mile.	Station Terminal at each end.	Service Terminal at each end.	Minimum Charge per Head.
	s. d.	s. d.	s. d.	s. d.
For every Horse, Mule, Ass, or other Beast of Draught or Burden ..	0 5	0 6	0 6	5 0
For every Ox, Cow, Bull, or other head of Neat Cattle ..	0 2	0 6	0 4	3 6
For every Calf, Pig, Sheep, Lamb, Goat, or other small Animal, not being a wild Animal ..	0 0½	0 2	0 1½	2 0
For every Animal of the several classes above enumerated conveyed in a separate carriage by direction of the Consignor, or from necessity ..	0 6	1 6	1 0	7 6
DESCRIPTION.	Proposed Maximum Rates for Conveyance and Maximum Terminal Charges per Truck.			
	Rate for Conveyance per mile.	Station Terminal at each end.	Service Terminal at each end.	
	s. d.	s. d.	s. d.	
For each Truck not exceeding 14 feet in length inside measurement used for the conveyance of any consignment by the same person of Oxen, Bulls, Cows, Neat Cattle, Calves, Pigs, Sheep, Lambs, or Goats—				
For the first 10 miles or any part of such distance ..	0 10	1 6	1 0	
For the next 20 miles or any part of such distance ..	0 9	1 6	1 0	
For the next 20 miles or any part of such distance ..	0 7	1 6	1 0	
Over 50 miles ..	0 6	1 6	1 0	

The Terminal Charges on Animals sent by the same person at a rate calculated per head and carried in the same Truck shall in no case exceed the Terminal Charges per Truck.

## PART V.—SMALL PACKAGES OR PARCELS.

Parcels.	Proposed Maximum Rates for Conveyance.	Proposed Maximum Terminals.
Small Packages or Parcels not exceeding 500 lb. weight.	Such reasonable sum as the company shall think fit.	Such reasonable sum as the company shall think fit.

## MIDLAND GREAT WESTERN OF IRELAND, 1845.

8 and 9 Vict., cap. 119.

*Goods.*

All dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or highways—

*per ton per mile* 2d.

All coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise.....*per ton per mile* 3d.

All sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, metals (except iron), nails, anvils, vices, and chains—

*per ton per mile* 3½d.

All cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters or things.....*per ton per mile* 5d.

*Animals.*

Every horse, mule, ass, or other beast of draught or burden, and every ox, cow, bull, or neat cattle.....*per mile* 4d.

Every calf or pig, sheep, lamb, or other small animal..... „ 2d.

*Parcels.*

For parcels not exceeding 300 lb., “any sum which they think fit”.

*Terminal Clause.*

For articles or persons conveyed on the railway for a less distance than six miles the company may demand, in addition to the prescribed tolls for conveyance, a reasonable charge for the expense of stopping, loading, and unloading.

## MIDLAND GREAT WESTERN RAILWAY (IRELAND).

Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the undermentioned Classes.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles or any part of such distance	For the next 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance	Station.		Service.	
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	At the For-warding Station.	At the Receiving Station.	At the For-warding Station.	At the Receiving Station.
	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.
Class A ...	1½	1½	1	½	0 5	0 5	—	—
Class B ...	2	1½	1½	1	0 6	0 6	—	—
Class C ...	2½	2	1½	1½	0 8	0 8	0 6	0 6
Class 1 ...	2½	2½	2½	2	1 8	1 3	0 9	0 9
Class 2 ...	3	2½	2½	2½	1 6	1 6	0 9	0 9
Class 3 ...	3½	3½	3	2½	1 6	1 6	1 0	1 0
Class 4 ...	4	3½	3½	3	1 6	1 6	1 6	1 6
Class 5 ...	4	4	3½	3½	1 6	1 6	2 0	2 0

## PART II.—ANIMAL CLASS.

DESCRIPTION.	Rate for Conveyance per mile	Proposed Maximum Terminal Charges.				Minimum Charge.
		Station.		Service.		
		At the Forwarding Station.	At the Receiving Station.	At the Forwarding Station.	At the Receiving Station.	
	d.	s. d.	s. d.	s. d.	s. d.	s. d.
For every Horse, Mule, Ass, or other Beast of Draught or Burden ..	5	0 6	0 6	0 6	0 6	5 0
For every Ox, Cow, Bull, or head of Neat Cattle ..	2	0 6	0 6	0 4	0 4	3 6
For every Calf, Pig, Sheep, Lamb, Goat, or other small Animal ..	$\frac{1}{2}$	0 2	0 2	0 1 $\frac{1}{2}$	0 1 $\frac{1}{2}$	2 0
For every Animal of the several classes above enumerated conveyed in a separate carriage, by direction of the Consignor, or from necessity ..	6	1 6	1 6	1 0	1 0	7 6

DESCRIPTION.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.				Minimum Charge.
	For the first 10 miles. Per mile.	For the first 20 miles. Per mile.	For the next 20 miles. Per mile.	For the remainder of the distance. Per mile.	Station.		Service.		
					At the Forwarding Station	At the Receiving Station	At the Forwarding Station	At the Receiving Station	
	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.	s. d.
For each Truck not exceeding 14 feet in length inside measurement, containing any consignment, by same person, of Oxen, Cows, Bulls, Neat Cattle, Calves, Sheep, Lambs, Pigs, Goats, or other small Animals.	10	9	7	6	1 6	1 6	1 0	1 0	5 0

The Terminal Charges on Animals sent by the same person, at a rate calculated per head, and carried in the same Truck, shall in no case exceed the Terminal Charges per Truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For small Packages and Parcels not exceeding 560 lb. in weight, ..	Such reasonable sum as the company may think fit.

## WATERFORD AND LIMERICK, 1845.

8 and 9 Vict., cap. 131.

*Goods.*

All dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or high-ways.....*per ton per mile* 1½d.

All coal, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise.....*per ton per mile* 2d.

All sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, metals (except iron), nails, anvils, vices, and chains—

*per ton per mile* 3d.

All cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters or things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden.....*per mile* 5d.

Ox, cow, bull, or neat cattle..... " 2d.

Calf or pig..... " 1d.

Sheep, lamb, or other small animal..... " ½d.

*Parcels.*

Parcels not exceeding 500 lb., "any sum which they think fit".

*Terminal Clause.*

A reasonable charge for the expense of loading and unloading, when such service is performed by the company.

## WATERFORD AND LIMERICK RAILWAY.

## Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the undermentioned Classes.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.			
	For the first 10 miles or any part of such distance	For the next 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance	Station.		Service.	
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	At the For-warding Station.	At the Re-ceiving Station.	At the For-warding Station.	At the Re-ceiving Station.
Class A, ...	d. 1½	d. 1½	d. 1	d. ½	s. d. 0 5	s. d. 0 5	s. d. ...	s. d. ...
Class B, ...	2	1½	1½	1	0 6	0 6	...	...
Class C, ...	2½	2	1½	1½	0 8	0 8	0 6	0 6
Class 1, ...	2½	2½	2½	2	1 3	1 3	0 9	0 9
Class 2, ...	3	2½	2½	2½	1 6	1 6	0 9	0 9
Class 3, ...	3½	3½	3	2½	1 6	1 6	1 0	1 0
Class 4, ...	4½	4	3½	3	1 6	1 6	1 6	1 6
Class 5, ...	5	4½	4	3½	1 6	1 6	2 0	2 0

## PART II.—ANIMAL CLASS—PER HEAD.

DESCRIPTION.	Rate for Conveyance per mile	Proposed Maximum Terminal Charges.				Maximum Charge.
		Station.		Service.		
		At the Forwarding Station.	At the Receiving Station.	At the Forwarding Station.	At the Receiving Station.	
For every Horse, Mule, Ass, or other Beast of Draught or Burden. ..	d. 5	s. d. 0 6	s. d. 0 6	s. d. 0 6	s. d. 0 6	s. d. 5 0
For every Ox, Cow, Bull, or head of Neat Cattle. ....	2	0 6	0 6	0 4	0 4	3 6
For every Calf, Pig, Sheep, Lamb, Goat, or other small Animal, ..	$\frac{3}{4}$	0 2	0 2	0 1 $\frac{1}{2}$	0 1 $\frac{1}{2}$	2 0
For every Animal of the several classes above enumerated conveyed in a separate carriage, by direction of the Consignor, or from necessity...	6	1 6	1 6	1 0	1 0	7 6

## PROPOSED MAXIMUM RATES AND CHARGES PER TRUCK.

DESCRIPTION.	Proposed Maximum Rates for Conveyance.			Proposed Maximum Terminal Charges.			
	For the first 10 miles.	For the next 20 miles.	For the remainder of the distance	Station.		Service.	
	Per mile	Per mile	Per mile	At the For-warding Station.	At the Re-ceiving Station.	At the For-warding Station.	At the Re-ceiving Station.
For each truck not exceeding 14 feet in length inside measurement, containing any consignment by the same person of Oxen, Cows, Bulls, Neat Cattle, Calves, Pigs, Sheep, Lambs, or Goats, .. .. .	d. 10	d. 9	d. 7	s. d. 1 6	s. d. 1 6	s. d. 1 0	s. d. 1 0

The Terminal Charges on Animals sent by the same person, at a rate calculated per head, and carried in the same Truck, shall in no case exceed the Terminal Charges per Truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For small Packages and Parcels not exceeding 500 lb. in weight, .. .. .	} Such reasonable sum as the company may think fit.



## SOUTH-EASTERN SYSTEM, 1848.

(As to main line, see p. 16 ; but about 171 miles are governed by maximum rates, 81 being governed by 8 and 9 Vict., cap. 167.)

*Goods.*

Dung, compost, and all sorts of manure, lime, chalk, and limestone, and all undressed material for the repair of public roads or highways—

*per ton per mile* 1½d.

All coals, coke, culm, charcoal, and cinders, all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, sheet iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other article of merchandise.....*per ton per mile* 2d.

All fish, sugar, grain, corn, flour, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains—

*per ton per mile* 3d.

All cotton and other wools, hops, drugs, manufactured goods, and all other wares, merchandise, articles, matters or things.....*per ton per mile* 4d.

*Cattle.*

Horse, mule, or ass.....*per mile* 5d.

Ox, cow, bull, or neat cattle..... " 2d.

Calf or pig..... " ½d.

Sheep, lamb, or other small animal ..... " ½d.

*Parcels.*

No regulation. Would therefore be carried at tonnage rates.

*Terminal Clause.*

"A reasonable charge for the expense of loading or unloading, when such service is performed by the company."

## SOUTH-EASTERN RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS. SECTION A—GENERAL.

Description of Merchandise.	Proposed Maximum Rates for Conveyance.			Proposed Maximum Station Terminal at each end.		Proposed Maximum Service Terminal at each end.		
	In respect of Merchandise comprised in the following Classes of the Classification.	For the first 10 miles or any part of such distance Per ton per mile.	For the next 20 miles or any part of such distance Per ton per mile.	For the remainder of the distance Per ton per mile.	At large Towns, as defined. Per ton.	At any other Station. Per ton.	At large Towns, as defined. Per ton.	At any other Station. Per ton.
Class A, ... ..	...	2d.	1½d.	1d.	8d.	6d.	...	...
Class B, ... ..	...	2d.	1½d.	1½d.	1s.	9d.	...	...
Class C, ... ..	...	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
Class 1, ... ..	...	3d.	2½d.	2½d.	2s.	1s. 6d.	1s. 6d.	1s.
Class 2, ... ..	...	3½d.	3d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
Class 3, ... ..	...	4d.	3½d.	3½d.	2s.	1s. 6d.	2s.	1s. 6d.
Class 4, ... ..	...	4½d.	4½d.	4d.	2s.	1s. 6d.	2s. 9d.	2s.
Class 5, ... ..	...	5d.	5d.	4½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## SECTION B—SPECIAL.

CANTERBURY &amp; WHITSTABLE RAILWAY—7 and 8 Geo. IV., cap. 11. (6 Miles in length.)

In respect of Merchandise comprised in the following Classes of the Classification:—

CLASS ... ..	A	B	C	1	2	3	4	5	Terminals.	Same as above—
Per ton per mile	3d.	3d.	3½d.	4½d.	5½d.	6d.	6½d.	7½d.	Section A—General.	

## SECTION C—SPECIAL.

BLACKFRIARS JUNCTION—85 and 86 Vict., cap. 153. (560 Yards in length.)

In respect of Merchandise comprised in the following Classes of the Classification:—

CLASS ... ..	A	B	C	1	2	3	4	5	Terminals.	Same as above—
Per ton ... ..	2d.	2d.	2½d.	3d.	3½d.	4d.	4½d.	5d.	Section A—General.	

## PART II.—LIVE STOCK.

DESCRIPTION.	Proposed Maximum Rates for Conveyance per Animal.			Proposed Maximum Station Terminal at each end	Proposed Maximum Station Service Terminal at each end	Proposed Maximum Station Service Terminal at each end	Proposed Maximum Station Service Terminal at each end	Proposed Minimum Charge exclusive of Terminals.
	For the first 10 miles or any part of such distance Per mile	For the next 20 miles or any part of such distance Per mile	For the remainder of the distance Per mile	Per animal.	Per animal.	Per vehicle.	Per vehicle.	
For every horse, mule, ass, or other beast of draught or burden	4d.	3½d.	3d.	6d.	6d.	1s. 6d.	1s.	5s.
For every ox, cow, bull, or head of neat cattle ..	3d.	2½d.	2d.	6d.	4d.	1s. 6d.	1s.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal ..	1½d.	1d.	¾d.	2d.	1½d.	1s. 6d.	1s.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, either by direction of the consignee, or for any other sufficient cause	6d. per mile for the whole distance conveyed.			1s. 6d.	1s.	1s. 6d.	1s.	7s. 6d.

NOTE.—The Terminal Charges on animals sent by the same person, at a rate calculated per head, and carried in the same vehicle, shall in no case exceed the terminal charges per vehicle.

## PART V.—SMALL PARCELS.

Description.	Proposed Charge.
For small parcels not exceeding 500 lb. in weight, ... ..	Such reasonable sum as the company may think fit.

## THE LONDON AND SOUTH-WESTERN, 1846.

9 and 10 Vict., cap. 131.

*Goods.*

Coal, coke, culm, charcoal, cinders, stones, building, pitching, and paving, dressed, bricks, tiles, slates, clay, sand, dung, compost, and all sorts of manure, lime, limestone, chalk, and all undressed materials for the repair of public roads or highways.....*per ton per mile* 2d.

Cotton and other wools, hides, grain, corn, flour, dyewoods, timber, staves, deals, iron, and all other metals (except specie and bullion, quicksilver and platina), manufactured goods, sugar, and all other wares, merchandise, articles, matters, and things, except as before or hereinafter mentioned—

*per ton per mile* 3d.

Silk, indigo, cinnamon and other spices, oranges, lemons, and other fruit not dried, eggs, fish, poultry, meal, and all other articles of a perishable or consumable nature.....*per ton per mile* 5d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden, ox, cow, bull, or neat cattle.....*per head per mile* 4d.

Calf, pig, sheep, lamb, or other small animal.....*per head per mile* 1½d.

*Parcels.*

Not mentioned. Would therefore be carried at tonnage rates.

*Terminal Clause.*

Loading and unloading, when such service is performed by the company.

## LONDON AND SOUTH-WESTERN RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

Description of Merchandise.		Proposed Maximum Rates for Conveyance.			Proposed Maximum Station Terminal at each end.		Proposed Maximum Service Terminal at each end.	
In respect of Merchandise comprised in the following Classes of the Classification.		For the first 10 miles or any part of such distance. Per ton per mile.	For the next 20 miles or any part of such distance. Per ton per mile.	For the remainder of the distance. Per ton per mile.	At large Towns, as defined. Per ton.	At any other Station. Per ton.	At large Towns, as defined. Per ton.	At any other Station. Per ton.
Class A,	...	2d.	1½d.	1d.	8d.	6d.	...	...
Class B,	...	2d.	1½d.	1½d.	1s.	9d.	...	...
Class C,	...	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
Class 1,	...	3d.	2½d.	2½d.	2s.	1s. 6d.	1s. 6d.	1s.
Class 2,	...	3½d.	3d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
Class 3,	...	4d.	3½d.	3½d.	2s.	1s. 6d.	2s.	1s. 6d.
Class 4,	...	4½d.	4½d.	4d.	2s.	1s. 6d.	2s. 9d.	2s.
Class 5,	...	5d.	5d.	4½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—LIVE STOCK.

DESCRIPTION.	Proposed Maximum Rates for Conveyance per Animal.			Proposed Maximum Station Terminal at each end.	Proposed Maximum Service Terminal at each end.	Proposed Maximum Station Terminal at each end.	Proposed Maximum Service Terminal at each end.	Proposed Minimum Charge exclusive of Terminals.
	For the first 10 miles or any part of such distance per head per mile	For the next 20 miles or any part of such distance per head per mile	For the remainder of the distance per head per mile	Per animal.	Per animal.	Per vehicle.	Per vehicle.	
For every horse, mule, ass, or other beast of draught or burden, ...	4d.	3½d.	3d.	6d.	6d.	1s. 6d.	1s.	5s.
For every ox, cow, bull, or head of neat cattle, ...	3d.	2½d.	2d.	6d.	4d.	1s. 6d.	1s.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal, ...	1½d.	1d.	¾d.	2d.	1½d.	1s. 6d.	1s.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, either by direction of the consignee, or for any other sufficient cause, ...	6d. per mile for the whole distance conveyed.			1s. 6d.	1s.	1s. 6d.	1s.	7s. 6d.

NOTE.—The Terminal Charges on animals sent by the same person, at a rate calculated per head and carried in the same vehicles, shall in no case exceed the terminal charges per vehicle.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For small parcels not exceeding 560 lb. in weight.	Such reasonable sum as the company may think fit.

## THE LONDON AND NORTH-WESTERN, 1846.

9 and 10 Vict., cap. 204.

*Goods.*

Coal, cannel, culm, coke, and cinders—

Up to 50 miles.....*per ton per mile* 1½d.

Beyond 50 miles ..... " " ¾d.

Slack—

Up to 50 miles.....*per ton per mile* 1d.

Beyond 50 miles ..... " " ¾d.

## LONDON AND NORTH-WESTERN RAILWAY.

## Revised Schedule of Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

SCALE A.—Applicable to such portions of the Railway as are not hereinafter specially mentioned.

	Proposed Maximum Rates for Conveyance.		Proposed station terminal at each end.	
	Per ton per mile. For any distance not exceeding 50 miles.	Per ton per mile. For any distance exceeding 50 miles (a).	At large Towns as defined.	At any other Station.
In respect of all Merchandise comprised in Class A of the Classification, except Slack ..	1d.	2d.	8d.	6d.
In respect of Slack ..	3d.	2d.		
(a) Provided always that where any Merchandise comprised in Class A of the Classification shall be conveyed by the Company a distance exceeding 50 miles they shall be entitled to charge as for 50 miles at the least.				

SCALE B.—In respect of Merchandise comprised in Class A of the Classification, and applicable to the Railways herein specially mentioned.

DESCRIPTION OF RAILWAY.	Proposed Maximum Rates for Conveyance.	Proposed Station Terminal at each end.	
Stour Valley (Birmingham to Bushbury), .. .. .	Per ton per mile.	At Large Towns as defined.	At any other Station.
Mold and Tryddyn, .. .. .	1d.	8d.	6d.
Prestatyn and Cwm, .. .. .	1½d.		
Llandudno Junction to Llanrwst, .. .. .	1½d.	8d.	6d.
Cannock Mineral (Cannock to Rugeley), .. .. .	1½d.		
Warrington to Timperley Junction and Walton Junction, .. .. .	1½d.	8d.	6d.
Wolverton to Newport Pagnell, .. .. .	1½d.		
South Staffordshire—Dudley to Wichnor, and Branches to Bes-	1½d.	8d.	6d.
cot, Dudley Port, Cannock, and Leighwood, .. .. .			
Wednesbury to Tipton and James Bridge, .. .. .	2d.	8d.	6d.
Norton Branch and Extension, .. .. .			
Littleworth Extension, .. .. .	2½d.	8d.	6d.
Knighton (Craven Arms to Knighton), .. .. .			
Central Wales and Central Wales Extension (Knighton to Llan-	2½d.	8d.	6d.
dover), .. .. .			
Merthyr, Tredegar, and Abergavenny (Abergavenny to Nan-	2d.	8d.	6d.
tybwch, Merthyr Extension, and Cwm Bargoed Branch), .. .. .			
Nantyglo and Blaenau Railway, .. .. .	3d.	8d.	6d.
Brynmaur and Blaenavon (Brynmaur to Blaenavon and Aber-			
yschan Extension), .. .. .	3d.	8d.	6d.
Mold Junction to Mold and Coed Talon, .. .. .			
Carnarvon to Llanberis, .. .. .	3d.	8d.	6d.
Anglesea Central, .. .. .			
Whitehaven Junction (Whitehaven to Maryport), .. .. .	3d.	8d.	6d.
Ferry Pier to Corwen Junction, .. .. .			
Menai Bridge to Carnarvon, .. .. .	3d.	8d.	6d.
Oxenholme to Kendal and Windermere, .. .. .			
Cockermouth and Workington, .. .. .	3d.	8d.	6d.
Swansea Lines (Pontardulais to Swansea and Branches, includ-			
ing Penclawdd Extension), .. .. .	3d.	8d.	6d.
Watford and Rickmansworth, .. .. .			
Bedford and Cambridge, .. .. .	3d.	8d.	6d.
South Leicestershire (Rugby to Wigston), .. .. .			
Stockport Junction to Buxton, .. .. .	3d.	8d.	6d.
Cromford and High Peak Railway, .. .. .			
Buxton and High Peak Junctions, .. .. .	3d.	8d.	6d.
Llandudno Junction to Llandudno, .. .. .			
Carnarvon Junction to Afonwen Junction, .. .. .	3d.	8d.	6d.
Nantlle Branch, .. .. .			
Lancaster and Carlisle, including Ingleton, Morecambe, and	3d.	8d.	6d.
Glasson Dock Branches, .. .. .			
Hampstead Junction (Camden Road Junction to Willesden Brd	3d.	8d.	6d.
Line Junction and Old Oak Junction), .. .. .			
Haydon Square Railway, .. .. .	3d.	8d.	6d.
Chester and Holyhead, .. .. .			
Bangor and Bethesda, .. .. .	3d.	8d.	6d.
Cannock Chase, .. .. .			

For the conveyance over the whole or any portion of the Cannock Chase Railway the proposed maximum rate is 9d. per ton, except with regard to traffic passing along and from the Railway secondly described in and authorised by the Cannock Chase Railway Act, 1860, on to the Littleworth Tramway, and not having passed along any part of the Railway firstly described in the said Act. the proposed maximum rate for which is 4d. per ton.

## THE LONDON AND NORTH-WESTERN—(Continued).

Dung, compost, and all sorts of manure, lime, limestone, and undressed materials for repair of public roads, charcoal, stone for building, pitching, and paving, bricks, tiles, slates, clay, sand, iron ore, ironstone—

Up to 15 miles .....	<i>per ton per mile</i>	1½d.
Beyond 50 miles .....	" "	1½d.

Iron, not damageable—

Up to 50 miles .....	<i>per ton per mile</i>	1½d.
Beyond 50 miles .....	" "	1d.

Damageable iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron—

Up to 50 miles .....	<i>per ton per mile</i>	2d.
Beyond 50 miles .....	" "	1½d.

Sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals, hardware in packages or cases, nails, anvils, vices, and chains—

Up to 50 miles .....	<i>per ton per mile</i>	2½d.
Beyond 50 miles .....	" "	2d.

Cotton and other wools and manufactured goods—

Up to 50 miles .....	<i>per ton per mile</i>	3d.
Beyond 50 miles .....	" "	2½d.

Fish, feathers, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, and things—

Up to 50 miles .....	<i>per ton per mile</i>	3½d.
Beyond 50 miles .....	" "	3d.

## LONDON AND NORTH-WESTERN RAILWAY—(Continued).

## PART I.—GOODS AND MINERALS—(Continued).

	Proposed Maximum Rates for Conveyance.				Proposed Station Terminal at each End.		Proposed Service Terminal at each End.	
	For the first 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance	At Large Towns as defined.	At any other Station.	At Large Towns as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton	Per ton	Per ton	Per ton
	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.
In respect of Merchandise comprised in Class B of the Classification ...	2	1½	1¼	1	1 0	0 9		
„ Class C,	2½	2	1¾	1¼	1 3	1 0	0 9	0 6
„ Class 1,	3	2½	2	1½	2 0	1 6	1 6	1 0
„ Class 2,	3¼	2¾	2½	2	2 0	1 6	1 9	1 3
„ Class 3,	3½	3¼	3	2½	2 0	1 6	2 0	1 6
„ Class 4,	4	3¾	3½	3	2 0	1 6	2 9	2 0
„ Class 5,	5	4½	4	3½	2 0	1 6	3 6	2 6



## THE LONDON AND NORTH-WESTERN—(Continued).

*Animals.*

Horses, mules, and beasts of draught or burden, per head per mile 3d.,  
with min. charge of 5s. for every horse—

Horned cattle.....	per head per mile	2d.
Calves and pigs.....	" "	1d.
Sheep and small animals.....	" "	$\frac{1}{2}$ d.
Truck (6 oxen or 25 sheep).....	" "	6d.

*Parcels.*

Parcels under 500 lb., "any sum which they think fit".

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods, and for delivery and collection, and any other *services incidental to the business or duty of a carrier*, when such services, or any of them, are or is performed by the company.

## LONDON AND NORTH-WESTERN RAILWAY—(Continued).

## PART II.—ANIMAL CLASS.

DESCRIPTION.	Proposed Maximum Rates for Conveyance and Terminals, per head.			
	Rate for Conveyance per mile.	Station Terminal at each End.	Service Terminal at each End.	Minimum Charge.
For every Horse, Mule, or other Beast of Draught or Burden, ... ..	s. d. 0 3	s. d. 0 6	s. d. 0 6	s. d. 5 0
For every Ox, Cow, Bull, or head of Neat Cattle, ... ..	0 2	0 6	0 4	3 6
For every Calf, Pig, Sheep, Lamb, or other small animal, ... ..	0 1	0 2	0 1½	2 0
For every animal of the several Classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity, ...	0 6	1 6	1 0	7 6

DESCRIPTION.	Proposed Maximum Rates for Conveyance and Terminals, per truck.			
	Rate for Conveyance per mile.	Station Terminal at each End.	Service Terminal at each End.	Minimum Charge.
For each truck containing any consignment by the same person of not more than six Oxen, Cows, Neat Cattle, or Calves, ... ..	0 6	1 6	1 0	5 0
For each truck containing any consignment by the same person of not more than nine Oxen, Cows, Neat Cattle, or Calves, ... ..	0 7	1 6	1 0	5 0
For each truck containing any consignment by the same person of more than nine Oxen, Cows, Neat Cattle, or Calves, ... ..	0 8	1 6	1 0	5 0
For each truck containing any consignment by the same person of not more than twenty-five Sheep, ... ..	0 6	1 6	1 0	5 0
For each truck containing any consignment by the same person of not more than thirty-five Sheep, ... ..	0 7	1 6	1 0	5 0
For each truck containing any consignment by the same person of more than thirty-five Sheep, ... ..	0 8	1 6	1 0	5 0

The Terminal Charges on Animals sent by the same person at a rate calculated per head and carried in the same truck shall in no case exceed the Terminal Charges per truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED MAXIMUM CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight conveyed by Merchandise Train.	Double the Maximum Rates for Conveyance, and double the Terminal Charges authorised in respect of Merchandise comprised in the 5th Class of the Classification, with a minimum charge as for 28 lb.
DESCRIPTION.	
For Small Packages and Parcels not exceeding 560 lb. in weight conveyed by Passenger Train.	Proposed Maximum Charge, including Rates for Conveyance and Station and Service Terminals, and irrespective of Distance upon the Railway.
	2d. per lb., with a minimum charge of 9d. per parcel.

## MIDLAND, 1846.

9 and 10 Vict., cap. 326.

*Goods.*

All dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads and highways—

If conveyed 40 miles or upwards...*per ton per mile* 1d.

If conveyed less than 40 miles..... " " 1½d.

All ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, sheet iron, and all other similar descriptions of wrought iron not manufactured into utensils or into other articles of merchandise, lead ore, pitching and paving stones, and other kinds of stone, bricks, tiles, slates, clay, sand—

If conveyed 40 miles or upwards...*per ton per mile* 1½d.

If conveyed less than 40 miles..... " " 2d.

Sugar, grain, corn, raw hides, hemp, dyewoods, earthenware, deals, metals, except iron, nails, anvils, vices, and chains—

If conveyed 40 miles or upwards...*per ton per mile* 2d.

If conveyed less than 40 miles..... " " 2½d.

All coals, coke, culm, and cinders—

If conveyed 40 miles or upwards...*per ton per mile* 1d.

If conveyed less than 40 miles..... " " 1½d.

All cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, articles, matters, and things—

If conveyed 40 miles or upwards...*per ton per mile* 3d.

If conveyed less than 40 miles..... " " 3½d.

*Animals.*

Every horse, mule, ass, or other beast of draught or burden—

If conveyed more than 12 miles.....*per mile* 5d.

If conveyed less than 12 miles.....*whole distance* 5s.

Every ox, cow, bull, or neat cattle conveyed more than 12 miles—

*Per mile*, if one..... 3d.

" if more than one.....*each* 2d.

If conveyed less than 12 miles.....*for whole distance* 2s.

Every calf, pig, sheep, lamb, or other small animal—

Beyond 12 miles.....*per head per mile* 1d.

Under 12 miles.....*each* 2s.

*Parcels.*

Not exceeding 14 lb.....*up to 20 miles* 6d.

" " .....*beyond 20 miles* 1s.

14 lb. and under 28 lb.....*any distance* 2s.

28 lb. and under 56 lb..... " 2s. 6d.

Above 56 lb., "any sum which they may think fit".

*Terminal Clause.*

Provided also that nothing herein contained shall be construed to prevent the Midland Railway Company from charging any reasonable sum . . . for loading, unloading, and for providing covers for minerals, goods, articles, or animals.

## MIDLAND RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal at each end.		Maximum Service Terminal at each End.	
	For the first 10 miles, or any part of such distance Per ton per mile	For the next 20 miles, or any part of such distance Per ton per mile	For the next 20 miles, or any part of such distance Per ton per mile	For the remainder of the distance Per ton per mile	At large Towns, as defined.	At any other Station.	At large Towns, as defined.	At any other Station.
In respect of Merchandise comprised in Class A of the Classification,	1½d.	1½d.	¾d.	¾d.	8d.	6d.		
" Class B,	2d.	1½d.	1d.	¾d.	1s.	9d.		
" Class C,	2½d.	2d.	1d.	1d.	1s. 3d.	1s.	9d.	6d.
" Class 1,	3d.	2½d.	1d.	1½d.	2s.	1s. 6d.	1s. 6d.	1s.
" Class 2,	3½d.	2½d.	2d.	1½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
" Class 3,	3½d.	2½d.	2½d.	1½d.	2s.	1s. 6d.	2s.	1s. 6d.
" Class 4,	4d.	3½d.	3d.	2d.	2s.	1s. 6d.	2s. 9d.	2s.
" Class 5,	5d.	4d.	3½d.	3d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rates and Charges per Head.			
	Per mile.	Station Terminal at each end.	Service Terminal at each end.	Minimum Charge.
For every horse, mule, or other beast of draught or burden,	3d.	6d.	6d.	5s.
For every ox, cow, bull, or head of neat cattle,	2d.	6d.	4d.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal,	1d.	2d.	1½d.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity,	6d.	1s. 6d.	1s.	

DESCRIPTION.	Maximum Rates and Charges per Truck.			
	Per mile.	Station Terminal at each end.	Service Terminal at each end.	
For each truck containing not more than six oxen, cows, neat cattle, or calves, in one consignment,	6d.	1s. 6d.	1s.	
For each truck containing not more than nine oxen, cows, neat cattle, or calves, in one consignment,	7d.	1s. 6d.	1s.	
For each truck containing more than nine oxen, cows, neat cattle, or calves, in one consignment,	8d.	1s. 6d.	1s.	
For each truck containing not more than twenty-five sheep or pigs, in one consignment,	6d.	1s. 6d.	1s.	
For each truck containing not more than thirty-five sheep or pigs, in one consignment,	7d.	1s. 6d.	1s.	
For each truck containing more than thirty-five sheep or pigs, in one consignment,	8d.	1s. 6d.	1s.	

For animals belonging to the same person carried in the same truck the aggregate charge per head shall not exceed the charge per truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Parcels not exceeding 560 lb. in weight.	Such reasonable sum as the company may think fit.

## GREAT WESTERN, 1847.

10 and 11 Vict., cap. 226.

*Goods.*

Coals, coke, culm, cannel, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, limestone, lime, bricks, salt, sand, fireclay, cinders, slag, and stone—

Up to 50 miles.....*per ton per mile* 1½d.

Exceeding 50 miles, *per ton per mile for whole distance* ¾d.

Dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, charcoal, stones for building, pitching, and paving, tiles, slates, and clay (except fireclay), and for wrought iron not otherwise specifically classified herein, and for heavy iron castings, including railway chairs—

Up to 15 miles.....*per ton per mile* 1½d.

Exceeding 15 miles..... " " 1½d.

Sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings—

Up to 50 miles.....*per ton per mile* 2½d.

Exceeding 50 miles....*per ton per mile for whole distance* 2d.

Cotton and other wools, drugs, and manufactured goods—

Up to 50 miles.....*per ton per mile* 3½d.

Exceeding 50 miles....*per ton per mile for whole distance* 3d.

Fish, and all other wares, merchandise, articles, matters, or things—

Not exceeding 50 miles.....*per ton per mile* 3½d.

Exceeding 50 miles....*per ton per mile for whole distance* 3d.

Horse, mule, and other beast of draught or burden...*per head per mile* 3d.

Horned cattle..... " " 1½d.

Calves, pigs, sheep, and small animals..... " " ¾d.

*Parcels.*

Under 500 lb., "what they think fit".

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods, and for delivery and collection, and any other *service incidental to the duty or business of a carrier*, when such services, or any of them, are or is performed by the company.

## GREAT WESTERN RAILWAY.

## Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of merchandise comprised in the under-mentioned Classes.	Maximum Rates for Conveyance.				Maximum Terminals at each end.			
	For the first 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the remainder of the distance.	Large Towns.		Other Places.	
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Station terminal	Service terminal	Station terminal	Service terminal
	s. d.	s. d.	s. d.	s. d.	Per ton.	Per ton.	Per ton.	Per ton.
Class A, ...	1½	1½	½	½	0 8	...	0 6	...
Class B, ...	2	1½	1	½	1 0	...	0 9	...
Class C, ...	2½	2	1½	1	1 3	0 9	1 0	0 6
Class 1, ...	3	2½	2	1½	2 0	1 6	1 6	1 0
Class 2, ...	3½	3	2½	2	2 0	1 9	1 6	1 3
Class 3, ...	4	3½	3	2½	2 0	2 0	1 6	1 6
Class 4, ...	4½	4	3½	3	2 0	2 9	1 6	2 0
Class 5, ...	5	4½	4	3½	2 0	3 6	1 6	2 6
Small Packages (Not exceeding 560 lb.)	Such reasonable sum as the company may think fit, not exceeding double the Rates and Charges applicable to Merchandise comprised in the Fifth Class, with a minimum charge as for 56 lb.							

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rates for Conveyance and Terminals per head.		
	Rate per mille.	Station Terminal at each end.	Service Terminal at each end.
	s. d.	s. d.	s. d.
For every horse, mule, or other beast of draught or burden, with a minimum charge as for two animals, ...	3	0 4	0 3
For every ox, cow, bull, or head of neat cattle, with a minimum charge as for three animals, ...	2	0 6	0 4
For every calf, pig, sheep, lamb, or other small animal, with a minimum charge as for six animals, ...	1	0 2	0 1½
For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity, ...	6	1 6	1 0
DESCRIPTION.	Maximum Rates for Conveyance and Terminals per Truck.		
	Rate per mille.	Station Terminal at each end.	Service Terminal at each end.
	s. d.	s. d.	s. d.
For each truck containing in one consignment not more than six oxen, cows, neat cattle, or calves, ...	7	1 6	1 0
For each truck containing in one consignment not more than nine oxen, cows, neat cattle, or calves, ...	8	1 0	1 0
For each truck containing in one consignment more than nine oxen, cows, neat cattle, or calves, ...	9	1 6	1 0
For each truck containing in one consignment not more than twenty-five sheep or pigs, ...	7	1 6	1 0
For each truck containing in one consignment not more than thirty-five sheep or pigs, ...	8	1 6	1 0
For each truck containing in one consignment more than thirty-five sheep or pigs, ...	9	1 6	1 6

For animals belonging to the same person carried in the same truck, the aggregate charge per head shall not exceed the maximum charge per truck.

## MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE, 1849.

12 and 13 Vict., cap. 81.

*Goods.*

Dung, compost, and all sorts of manures, lime, limestone, salt, and undressed materials, for the repair of public roads.....*per ton per mile* 1½d.

Coal, cannel, coke, culm, cinders, 50 miles and under.... " " 1½d.

Above 50 miles, *per ton per mile, for whole distance travelled*.....¾d.

Charcoal, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise...*per ton per mile* 1½d.

Sugar, grain, corn, flour, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals (except iron), hardware in packages, or cases, nails, anvils, vices, chains.....*per ton per mile* 2½d.

Cotton and other wools, drugs, and manufactured goods, " " 3d.

Fish, feathers, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, and things.....*per ton per mile* 4d.

Horse, mule.....*per head per mile* 5d.

Ox, cow, bull, neat cattle..... " " 2d.

Calf or pig..... " " 1d.

Sheep, lamb, or other small animal..... " " ¾d.

Truck to hold 6 oxen or 25 sheep.....*per mile* 9d.

*Parcels.*

Parcels not exceeding 500 lb., "any sum which they may think fit".

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods, and for delivery and collection, and *any other services incidental to the business or duty of a carrier*, when such services or any of them are or is performed by the company; and a reasonable sum for warehousing and wharfage of goods, or for any other extraordinary services performed by the company.

## MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in Class A. of the Classification,	Proposed Maximum Rates for Conveyance.				Proposed Station Terminal at each end.		Proposed Service Terminal at each end.	
	For the first 10 miles or any part of such distance Per ton per mile	For the next 20 miles or any part of such distance Per ton per mile	For the next 20 miles or any part of such distance Per ton per mile	For the remainder of the distance Per ton per mile	At large Towns, as defined. Per ton	At any other Station. Per ton	At large Towns, as defined. Per ton	At any other Station. Per ton
Class B,	1½d.	1½d.	1½d.	1½d.	8d.	6d.	...	...
Class C,	2d.	1½d.	1½d.	1½d.	1s.	9d.	...	...
Class 1,	2½d.	2d.	1½d.	1d.	1s. 3d.	1s.	9d.	6d.
Class 2,	3d.	2½d.	2d.	1½d.	2s.	1s. 6d.	1s. 6d.	1s.
Class 3,	3½d.	2½d.	2½d.	1½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
Class 4,	4d.	3d.	2½d.	2d.	2s.	1s. 6d.	2s.	1s. 6d.
Class 5,	4½d.	3½d.	3d.	2½d.	2s.	1s. 6d.	2s. 9d.	2s.
					2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Proposed Rates for Conveyance per Head.			
	Rate per mile	Station Terminal at each end	Service Terminal at each end	Minimum Charge
For every horse, mule, or other beast of draught or burden, .. .. .	5d.	6d.	6d.	5s.
For every ox, cow, bull, or head of neat cattle, .. .. .	2d.	4d.	6d.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal, .. .. .	1d.	1½d.	2d.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity, .. .. .	6d.	1s.	1s. 6d.	7s. 6d.
DESCRIPTION.	Proposed Rates for Conveyance per Truck.			
	Rate for Conveyance per mile	Station Terminal at each end	Service Terminal at each end	Minimum Charge.
For each truck containing any consignment by the same person of not more than six oxen, cows, neat cattle, or calves, .. .. .	9d.	1s.	1s. 6d.	5s.
For each truck containing any consignment by the same person of not more than nine oxen, cows, neat cattle, or calves, .. .. .	1s.	1s.	1s. 6d.	5s.
For each truck containing any consignment by the same person of more than nine oxen, cows, neat cattle, or calves, .. .. .	1s. 3d.	1s.	1s. 6d.	5s.
For each truck containing any consignment by the same person of not more than twenty-five sheep, .. .. .	9d.	1s.	1s. 6d.	5s.
For each truck containing any consignment by the same person of not more than thirty-five sheep, .. .. .	1s.	1s.	1s. 6d.	5s.
For each truck containing any consignment by the same person of more than thirty-five sheep, .. .. .	1s. 3d.	1s.	1s. 6d.	5s.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For small parcels not exceeding 560 lb. in weight conveyed by merchandise trains.	Parcels in merchandise trains — Double rates for conveyance, and double the terminal charges authorised in respect of merchandise comprised in the fifth class of the classification, with a minimum charge as for 25 lb.
For small packages and parcels not exceeding 560 lb. in weight when conveyed by passenger trains.	Proposed maximum charge, including rates for conveyance and station and service terminals, and irrespective of distances upon the railway — Twopence per pound, with a minimum charge of ninepence per parcel.



## LONDON, TILBURY, AND SOUTHEM, 1852.

15 Vict., cap. 84.

*Goods.*

Grain, corn, flour, coals, culm, dung, compost, and all sorts of manure, lime and limestone, all undressed materials for the repair of roads or high-ways, coke, charcoal, and cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

*per ton per mile* 1½d.

Sugar, hay, straw, hides, dyewoods, earthenware, timber, staves, deals, metals (except iron), nails, anvils, vices, and chains.....*per ton per mile* 2½d.

Cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things.....*per ton per mile* 3½d.

*Animals.*

Horse, or other animal for which a horse box is required.....*per mile* 3½d.

Ox, cow, bull, or neat cattle.....*per head* „ 2d.

Calf, sheep, pig, lamb, or other small animal..... „ „ ¾d.

Truck containing 6 beasts or 30 sheep..... „ „ 6d.

*Parcels.*

For any distance, not exceeding 7 lb.....*each* Os. 6d.

Exceeding 7 lb. „ 14 lb..... „ Os. 9d.

„ 14 lb. „ 28 lb..... „ 1s. 3d.

„ 28 lb. „ 56 lb..... „ 2s. 0d.

„ 56 lb. „ 500 lb., “such sum as they may think fit”.

*Terminal Clause.*

A reasonable charge for the expense of loading and unloading when such service is performed by the company.

## LONDON, TILBURY, AND SOUTHEND RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Proposed Maximum Rates for Conveyance.				Proposed Maximum Station Terminal at each End.		Proposed Maximum Service Terminal at each End.	
	For the first 20 miles, or any part of such distance Per ton per mile	For the next 20 miles, or any part of such distance Per ton per mile	For the next 20 miles, or any part of such distance Per ton per mile	For the remainder of the distance Per ton per mile	At large towns, as defined. Per ton	At any other Station. Per ton	At large towns, as defined. Per ton	At any other Station. Per ton
In respect of Merchandise comprised in Class A of the Classification, ...	1½d.	1d.	¾d.	½d.	8d.	6d.	...	...
„ Class B,	2d.	1½d.	1d.	¾d.	1s.	9d.	...	...
„ Class C,	2½d.	2d.	1½d.	1d.	1s. 3d.	1s.	9d.	6d.
„ Class 1,	3d.	2½d.	1½d.	1½d.	2s.	1s. 6d.	1s. 6d.	1s.
„ Class 2,	3½d.	2¾d.	1¾d.	1½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
„ Class 3,	3¾d.	2½d.	2d.	1½d.	2s.	1s. 6d.	2s.	1s. 6d.
„ Class 4,	4d.	3½d.	3d.	2d.	2s.	1s. 6d.	2s. 9d.	2s.
„ Class 5,	5d.	4d.	3½d.	3d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminals.	
	For the first 10 miles, or any part of such distance per head per mile	For the next 20 miles, or any part of such distance per head per mile	For the next 20 miles, or any part of such distance per head per mile	For the remainder of the distance per head per mile	Station Terminal at each end. Per truck.	Service Terminal at each end. Per truck.
For every horse, mule, ass, or other beast of draught or burden, ...	4d.	3½d.	3d.	2½d.	1s. 6d.	1s.
For every ox, cow, bull, or head of neat cattle, ...	3d.	2½d.	2d.	1½d.	1s. 6d.	1s.
For every calf, pig, sheep, lamb, or other small animal, ...	1½d.	1d.	¾d.	½d.	1s. 6d.	1s.
For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the Consignor, or from necessity, ...	6d.	6d.	6d.	6d.	1s. 6d.	1s.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Parcels not exceeding 560 lb. in weight, ...	Such reasonable sum as the company may think fit.

## LONDON, CHATHAM, AND DOVER, 1853.

16 and 17 Vict., cap. 132.

*Goods.*

Compost, dung, lime, chalk, limestone, and all sorts of manure, undressed material for the repair of roads or highways.....*per ton per mile* 1½d.

Coal, coke, culm, charcoal, cinders, stone for building, pitching, and paving, dressed bricks, tiles, slates, clay, sand, ironstone, iron ore, pig, bar, rod, and hoop iron, and all other similar description of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

*per ton per mile* 2d.

Sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, deals, metals (except iron), nails, anvils, vices, chains.....*per ton per mile* 3d.

Cotton and other wools, drugs, manufactured goods, and other wares, merchandise, fish, articles, matters, or things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass.....*per head per mile* 5d.

Ox, cow, bull, or neat cattle..... " " 2d.

Calf or pig..... " " ¾d.

Sheep, lamb, or other small animal..... " " ¼d.

*Parcels.*

	Not exceeding	7 lb.....	0s. 4d.
Exceeding	7 lb. and "	"	14 lb.....0s. 8d.
"	14 lb.	"	20 lb.....1s. 4d.
"	28 lb.	"	59 lb.....2s. 0d.
"	56 lb. and under	500 lb., "any sum which they may think fit".	

*Terminal Clause.*

A reasonable sum for loading and unloading goods, when such service is performed by the company.

## LONDON, CHATHAM, AND DOVER RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS. SECTION A—GENERAL.

Description of Merchandise.	Proposed Maximum Rates for Conveyance.			Proposed Maximum Station Terminal at each End.		Proposed Maximum Service Terminal at each End.	
	For the first 10 miles or any part of such distance Per ton per mile	For the next 20 miles or any part of such distance Per ton per mile	For the remainder of the distance Per ton per mile	At large Towns, as defined. Per ton	At any other Station. Per ton	At large Towns, as defined. Per ton	At any other Station. Per ton
In respect of Merchandise comprised in the following Classes of the Classification.							
Class A, ... ..	2d.	1½d.	1d.	8d.	6d.	...	...
Class B, ... ..	2d.	1½d.	1½d.	1s.	9d.	...	...
Class C, ... ..	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
Class 1, ... ..	3d.	2½d.	2½d.	2s.	1s. 6d.	1s. 6d.	1s.
Class 2, ... ..	3½d.	3d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
Class 3, ... ..	4d.	3½d.	3½d.	2s.	1s. 6d.	2s.	1s. 6d.
Class 4, ... ..	4½d.	4½d.	4d.	2s.	1s. 6d.	2s. 9d.	2s.
Class 5, ... ..	5d.	5d.	4½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## SECTION B—SPECIAL.

City Undertaking Line, 27 and 28 Vict., cap. 212 (39 chains in length).

CLASS ...	A	B	C	1	2	3	4	5	Terminals. Same as above.
Per ton ...	4d.	4d.	6d.	6d.	6d.	6d.	6d.	6d.	Section A—General.

## PART II.—LIVE STOCK. SECTION A—GENERAL.

DESCRIPTION.	Proposed Maximum Rates for Conveyance per Animal.			Proposed Maximum Station Terminal at each end	Proposed Maximum Service Terminal at each end	Proposed Maximum Station Terminal at each end	Proposed Maximum Service Terminal at each end	Minimum Charge exclusive of Terminals.
	For the first 10 miles or any part of such distance per head per mile	For the next 20 miles or any part of such distance per head per mile	For the remainder of the distance per head per mile	Per animal	Per animal	Per vehicle	Per vehicle	
For every horse, mule, ass, or other beast of draught or burden ..	4d.	3½d.	3d.	6d.	6d.	1s. 6d.	1s.	5s.
For every ox, cow, bull, or head of neat cattle ..	3d.	2½d.	2d.	6d.	4d.	1s. 6d.	1s.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal ..	1½d.	1d.	¾d.	2d.	1½d.	1s. 6d.	1s.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, either by direction of the consignee, or for any other sufficient cause	6d. per mile for the whole distance conveyed.			1s. 6d.	1s.	1s. 6d.	1s.	7s. 6d.

NOTE.—The Terminal Charges on animals sent by the same person, at a rate calculated per head, and carried in the same vehicle, shall in no case exceed the terminal charges per vehicle.

## SECTION B—SPECIAL.

City Undertaking Line, 27 and 28 Vict., cap. 212 (39 chains in length).

Horse, Mule, Ass, .. .. .	each 9d.	} Terminals as above. Section A—General.
Ox, Cow, Bull, .. .. .	each 6d.	
Calf, Pig, Sheep, Lamb, .. .. .	each 2d.	

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Parcels not exceeding 560 lb. in weight.	Such reasonable sum as the company may think fit.

## EXISTING MAXIMUM RATES.

NORTH-EASTERN, 1854.

17 and 18 Vict., cap. 211.

*Goods.*

Dung, compost, and all sorts of manure, lime, limestone, undressed materials for repair of public roads—

Under 20 miles.....per ton per mile 1½d.

Above 20 miles...for whole distance " " 1d.

Ironstone, &c., lead ore, pitching and paving stones, and other kinds of stones, bricks, tiles, slates, clay, sand—

Under 20 miles.....per ton per mile 2d.

Above 20 miles....." " 1½d.

Sugar, grain, corn, flour, hides, hemp, dyewoods, earthenware, timber, deals, metals (except iron), nails, anvils, vices, chains—

Under 20 miles.....per ton per mile 2½d.

Above 20 miles....." " 2d.

Coals, coke, culm, cinders—

Under 20 miles.....per ton per mile 1½d.

Above 20 miles....." " 1½d.

Above 30 miles....." " 1d.

Under 40 miles and intended for shipment..... 1½d.

Cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, articles, matters, and things not before enumerated—

Under 20 miles.....per ton per mile 3½d.

Above 20 miles....." " 3d.

*Animals.*

Horse, mule, ass—

Not exceeding 15 miles.....per head 5s.

Over 15 miles.....per head per mile 4½d.

Ox, cow, bull, or neat cattle—

More than 1 and less than 4.....per head per mile 2d.

4 or more....." " 1½d.

Not over 15 miles.....per head 2s.

Calf, sheep, lamb, and other small animal—

Over 15 miles.....per head per mile ¾d.

Not ".....per head, each 1s.

Truck for 6 beasts or 30 sheep—

Over 15 miles.....per mile 6d.

*Parcels.*

Not exceeding 14 lb. (up to 20 miles) 0s. 6d.

" " " (over 20 miles) 1s. 0d.

Exceeding 14 lb., " " 28 lb. (any distance) 2s. 0d.

" 28 lb., " " 56 lb. (any distance) 2s. 6d.

" 56 lb., " " 500 lb., "any sum they may think fit".

*Terminal Clause.*

Provided always, that notwithstanding anything in this Act contained, it shall be lawful for the company to demand, receive, and take any reasonable sum . . . for loading, unloading, collecting, receiving, or delivering, and for providing covers for minerals, goods, articles, or animals.

## NORTH-EASTERN RAILWAY.

## Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the following Classes of the Classification.	Maximum Rates for Conveyance.			Maximum Terminals at each end.	
	For the first 10 miles.	For the next 20 miles.	For the remainder of the distance.	Station Terminal.	Service Terminal.
	Per ton per mile.	Per ton per mile.	Per ton per mile.	Per ton.	Per ton.
Class A ... ..	2d.	1d.	3d.	6d.	
Class B ... ..	2d.	1½d.	1d.	9d.	
Class C ... ..	2½d.	1½d.	1½d.	1s.	6d.
Class 1 ... ..	3d.	2½d.	1½d.	1s. 6d.	1s.
Class 2 ... ..	3½d.	2½d.	2d.	1s. 6d.	1s. 3d.
Class 3 ... ..	3½d.	3d.	2½d.	1s. 6d.	1s. 6d.
Class 4 ... ..	4d.	3½d.	3d.	1s. 6d.	2s.
Class 5 ... ..	4½d.	3½d.	3½d.	1s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rates for Conveyance.			Maximum Terminals at each end.		Minimum Charge.
	For the first 10 miles.	For the next 20 miles.	For the remainder of the distance.	Station Terminal.	Service Terminal.	
	Per head per mile.	Per head per mile.	Per head per mile.	Per head.	Per head.	
In respect of every horse, mule, ass, or other beast of draught or burden ... ..	4½d.	4d.	3½d.	6d.	6d.	5s. 0d.
In respect of every ox, cow, bull, or head of neat cattle ... ..	3d.	2½d.	2d.	6d.	4d.	3s. 6d.
In respect of every calf, pig, sheep, lamb, or other small animal ... ..	1d.	¾d.	½d.	2d.	1½d.	2s. 0d.
	Per truck per mile.	Per truck per mile.	Per truck per mile.	Per truck.	Per truck.	
In respect of a truck hired by a Trader and containing the following animals:						
Not more than 6 head of cattle or calves ...	7d.	6d.	5d.	1s. 6d.	1s.	
More than 6 and not more than 8 head of cattle or calves ...	8d.	7d.	6d.	1s. 6d.	1s.	
More than 8 head of cattle or calves ...	9d.	8d.	7d.	1s. 6d.	1s.	
Not more than 30 sheep or pigs ... ..	7d.	6d.	5d.	1s. 6d.	1s.	
More than 30 and not more than 40 sheep or pigs ... ..	8d.	7d.	6d.	1s. 6d.	1s.	
More than 40 sheep or pigs ... ..	9d.	8d.	7d.	1s. 6d.	1s.	
In respect of any animal conveyed in a separate truck or carriage by direction of a Trader or from necessity ...	7d.	6d.	5d.	1s. 6d.	1s.	

For animals belonging to the same person carried in the same truck the aggregate charge per head shall not exceed the maximum authorised charge per truck.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 500 lb. in weight, ...	Such reasonable sum as the company think fit.

## GLASGOW AND SOUTH-WESTERN RAILWAY, 1855.

18 and 19 Vict., cap. 97.

*Goods.*

Dung, compost, and all sorts of manure (except guano and artificial manures), lime, limestone, and all undressed material for the repair of public roads or highways ..... *per ton per mile* 1½d.

Coals, coke, culm, charcoal, and cinders, guano and artificial manures, stones for building, pitching, and paving, bricks, slates, clay, sand, ironstone and iron ore, and pig iron ..... *per ton per mile* 2d.

Sugar, grain, corn, flour, hides, dyewoods, tiles, timber, staves, and deals, metals (except iron), bar, rod, hoop, sheet, and all other descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, nails, anvils, vices, chains ..... *per ton per mile* 3d.

Cotton and other wools, drugs, manufactured goods, earthenware, and all other wares, merchandise, fish, articles, matters, or things... *per ton per mile* 4d.

*Animals.*

Horse, mule, or ass..... *per head per mile* 6d.

Ox, cow, bull, or neat cattle..... " " 4d.

Calf or pig ..... " " 2d.

Sheep, lamb, or other small animal..... " " 1d.

*Parcels.*

For any distance.....not exceeding 7 lb.....each 9d.

" Exceeding 7 lb., " 14 lb..... " 1s.

" " 14 lb., " 28 lb..... " 2s.

" " 28 lb., " 56 lb..... " 3s.

" " 56 lb., " 500 lb., "any sum which they think fit".

*Terminal Clause.*

A reasonable charge for the expense of loading and unloading, where such service is performed by the company, and for the use of any wharf, basin, *loading place*, and *station*, except the wharves and basins in connection with the railway from Paisley to Renfrew.

## GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY.

Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal at each End.		Maximum Service Terminal at each End.	
	For the first 10 miles, or any part of such distance	For the next 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the remainder of the distance	At large Towns, as defined.	At any other Station.	At large Towns, as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in Class A of the Classification, ...	2½d.	1½d.	1d.	¾d.	8d.	6d.	...	...
„ Class B,	2½d.	1½d.	1d.	¾d.	1s.	9d.	...	...
„ Class C,	3d.	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
„ Class 1,	3½d.	3d.	2½d.	2d.	2s.	1s. 6d.	1s. 6d.	1s.
„ Class 2,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
„ Class 3,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	2s.	1s. 6d.
„ Class 4,	4d.	3½d.	3½d.	3d.	2s.	1s. 6d.	2s. 9d.	2s.
„ Class 5,	4½d.	4d.	3½d.	3½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rate for Conveyance per Head per Mile.	Minimum Charge for Conveyance.	Maximum Station Terminal at each end per Vehicle.	Maximum Service Terminal at each end per Vehicle.
For every Horse, Mule, Ass, or other beast of draught or burden, ...	S. D. 0 4	As for 2 Animals.	S. D. 1 6	S. D. 1 0
For every Ox, Cow, Bull, or head of Neat Cattle, ...	0 2	As for 3 Animals.	1 6	1 0
For every Calf, Pig, Sheep, Lamb, or other Small Animal, ...	0 0½	As for 8 Animals.	1 6	1 0

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight, ...	} Such reasonable sum as the company may think fit.



## NORTH BRITISH, 1858.

21 and 22 Vict., cap. 109.

*Goods.*

Dung, compost, and all sorts of manure, lime, limestone, undressed materials for repair of public roads or highways—

Not exceeding 12 miles.....*per ton per mile* 2d.

For any distance beyond 12 miles... „ „ 1½d.

Coals, coke, culm, charcoal, cinders, stones for pitching, building, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

Not exceeding 12 miles.....*per ton per mile* 2½d.

Beyond 12 miles, *per ton per mile*, in addition to the charge for 12 miles..... 1½d.

(Coal in quantities under 4 tons to be charged 3d. *per ton per mile* for whole distance conveyed.)

Sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, metals (except iron), nails, anvils, vices, chains.....*per ton per mile* 3d.

Cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden...*per head per mile* 5d.

One ox, cow, bull, or neat cattle..... „ „ 3d.

Two or three do., do., belonging to the same person „ „ 2d.

Over three do., do., „ „ 1½d.

Calf, pig, sheep, lamb, or other small animal..... „ „ ½d.

*Parcels.*

Parcels not over	7 lb.	14 lb.	28 lb.	56 lb.
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Under 25 miles,	6d.	9d.	12d.	15d.
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Over „	12d.	18d.	24d.	30d.
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*Terminal Clause.*

It shall be lawful for the company to demand and take, in addition to the tolls, rates, and charges above mentioned, a reasonable sum for the use of any warehouse, wharf, basin, depôt, or any of them, and a further reasonable sum for the trouble occasioned by collecting or delivering goods and other articles, and other services incidental to the business of a carrier, when such services respectively shall be performed by the company.

## NORTH BRITISH RAILWAY.

Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal Service at each End.		Maximum Station Terminal Service at each End.	
	For the first 10 miles, or any part of such distance Per ton per mile	For the next 10 miles, or any part of such distance Per ton per mile	For the next 20 miles, or any part of such distance Per ton per mile	For the remainder of the distance. Per ton per mile	At large Towns, as defined. Per ton.	At any other Station. Per ton.	At large Towns, as defined. Per ton.	At any other Station. Per ton.
In respect of Merchandise comprised in Class A of the Classification, ...	2½d.	1½d.	1d.	¾d.	0s. 8d.	0s. 6d.	...	...
„ Class B,	2½d.	1½d.	1d.	¾d.	1s. 0d.	0s. 9d.	...	...
„ Class C,	3d.	2d.	2d.	1d.	1s. 3d.	1s. 0d.	0s. 9d.	0s. 6d.
„ Class 1,	3½d.	3d.	2½d.	2d.	2s. 0d.	1s. 6d.	1s. 6d.	1s. 0d.
„ Class 2,	3½d.	3½d.	2½d.	2½d.	2s. 0d.	1s. 6d.	1s. 9d.	1s. 3d.
„ Class 3,	3½d.	3½d.	2½d.	2½d.	2s. 0d.	1s. 6d.	2s. 0d.	1s. 6d.
„ Class 4,	4d.	3½d.	3½d.	3d.	2s. 0d.	1s. 6d.	2s. 9d.	2s. 0d.
„ Class 5,	4½d.	4d.	3½d.	3½d.	2s. 0d.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rate for Conveyance per Head per Mile.	Minimum Charge for Conveyance.	Maximum Service Terminal at each end per Vehicle.	Maximum Station Terminal at each end per Vehicle.
For every Horse, Mule, Ass, or other beast of draught or burden, ...	4d.	As for 2 Animals.	1s. 6d.	1s. 0d.
For every Ox, Cow, Bull, or head of Neat Cattle, ...	2d.	As for 3 Animals.	1s. 6d.	1s. 0d.
For every Calf, Pig, Sheep, Lamb, or other Small Animal, ...	¾d.	As for 8 Animals.	1s. 6d.	1s. 0d.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight, ...	} Such reasonable sum as the company may think fit.

## GREAT NORTH OF SCOTLAND, 1859.

22 and 23 Vict., cap. 8.

*Goods.*

Dung, compost, and all sorts of manure, lime and limestone, and undressed material for the repair of public roads or highways...*per ton per mile* 2d.

Coals, coke, culm, charcoal, and cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, hoop iron, rod iron, and other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise.....*per ton per mile* 2½d.

Sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, chains...*per ton per mile* 3d.

Cotton and other wools, drugs, manufactured goods and other wares, merchandise, fish, articles, matters, and things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden...*per head per mile* 5d.

Ox, cow, bull, or neat cattle..... " " 2d.

Calf, pig, sheep, lamb, or other small animal..... " " ¾d.

*Parcels.*

		Not exceeding 7 lb.....	0s. 4d.
Exceeding 7 lb.,	"	" 14 lb.....	0s. 8d.
" 14 lb.,	"	" 28 lb.....	1s. 4d.
" 28 lb.,	"	" 56 lb.....	2s. 0d.
" 56 lb.,	"	" 500 lb., "any sum which they think fit".	

*Terminal Clause.*

It shall be lawful for the company to demand and take, in addition to the before-mentioned tolls, rates, and charges, a reasonable sum for the use of any warehouse, wharf, or depôt, or other such like accommodation, and a further reasonable sum for the trouble occasioned by collecting or delivering goods or other articles, and *other services incidental to the business of a carrier*, where SUCH SERVICES respectively shall be performed by the company OTHERWISE THAN UPON THE PREMISES OF THE RAILWAY.

NOTE.—This clause expressly negatives any claim for station accommodation.

## GREAT NORTH OF SCOTLAND RAILWAY COMPANY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal at each End.		Maximum Service Terminal at each End.	
	For the first 10 miles, or any part of such distance	For the next 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the remainder of the distance	At large Towns, as defined.	At any other Station.	At large Towns, as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in Class A of the Classification, ...	2½d.	1½d.	1d.	¾d.	8d.	6d.	...	...
„ Class B,	2½d.	1½d.	1d.	¾d.	1s.	9d.	...	...
„ Class C,	3d.	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
„ Class 1,	3½d.	3d.	2½d.	2d.	2s.	1s. 6d.	1s. 6d.	1s.
„ Class 2,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
„ Class 3,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	2s.	1s. 6d.
„ Class 4,	4d.	3½d.	3½d.	3d.	2s.	1s. 6d.	2s. 9d.	2s.
„ Class 5,	4½d.	4d.	3½d.	3½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Maximum Rate for Conveyance per Head per Mile.	Minimum Charge for Conveyance.	Maximum Station Terminal at each end per Vehicle.	Maximum Service Terminal at each end per Vehicle.
	S. D.		S. D.	S. D.
For every Horse, Mule, Ass, or other Beast of draught or burden, }	0 4	As for 2 Animals.	1 6	1 0
For every Ox, Cow, Bull, or head of Neat Cattle, }	0 2	As for 3 Animals.	1 6	1 0
For every Calf, Pig, Sheep, Lamb, or other Small Animal, ... }	0 0½	As for 8 Animals.	1 6	1 0

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Small Packages and Parcels not exceeding 560 lb. in weight, ... }	Such reasonable sum as the company may think fit.

## LANCASHIRE AND YORKSHIRE, 1859.

22 and 23 Vict., cap. 110.

*Goods.*

Coal, cannel, culm, coke, and cinders—		
50 miles and under.....	<i>per ton per mile</i>	1½d.
Above 50 miles....	<i>per ton per mile for whole distance</i>	¾d.
Slack—		
50 miles and under.....	<i>per ton per mile</i>	1d.
Above 50 miles....	<i>per ton per mile for whole distance</i>	¾d.
Dung, compost, and all sorts of manure, lime, limestone, and all undressed materials for the repair of public roads, charcoal, stone for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, and iron ore—		
15 miles and under.....	<i>per ton per mile</i>	1½d.
Above 15 miles.....	" "	1¾d.
Iron, not damageable—		
50 miles or upwards.....	<i>per ton per mile</i>	1½d.
Under 50 miles.....	" "	1½d.
Damageable iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron—		
50 miles and upwards.....	<i>per ton per mile</i>	1½d.
Under 50 miles.....	" "	2½d.
Sugar, hides, dyewoods, Manchester packs, earthenware, timber, staves, deals, metals, hardware in packages or cases, nails, anvils, vices, and chains—		
50 miles and upwards.....	<i>per ton per mile</i>	2½d.
Under 50 miles.....	" "	3d.
Potatoes, carrots, turnips, beet, and other such vegetable produce, corn and all other grain, malt, flour—		
50 miles and upwards.....	<i>per ton per mile</i>	2d.
Under 50 miles.....	" "	2½d.
Cotton and other wools, manufactured goods—		
50 miles and upwards.....	<i>per ton per mile</i>	3d.
Under 50 miles.....	" "	3½d.
Fish, feathers, canes, cochineal, furniture, hats, shoes, toys, and all other articles, matters, or things—		
50 miles and upwards.....	<i>per ton per mile</i>	3½d.
Under 50 miles.....	" "	4½d.
½d. to be deducted when waggon supplied by the owner of the goods.		

*Animals.*

Horse, mule, beast of draught or burden.....	<i>per head per mile</i>	3½d.
Cattle .....	" "	2½d.
Calves and pigs.....	" "	1½d.
Sheep and small animals.....	" "	¾d.

## LANCASHIRE AND YORKSHIRE RAILWAY.

## Proposed Maximum Rates and Charges.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance per ton per mile.				Maximum Terminal Charges at each end, per ton.			
	For the first 20 miles or any part thereof.	For any distance not exceeding 50 miles.	For any distance exceeding 50 miles (minimum as for 50 miles).		At large Towns, as defined.		At other Places.	
					Station Terminal	Service Terminal	Station Terminal	Service Terminal
	d.		d.	d.	s. d.	s. d.	s. d.	s. d.
Class A {	...	(Slack) (Other Articles) 1	$\frac{7}{8}$	$\frac{3}{4}$	0 8	...	0 6	...
" B	$1\frac{1}{4}$		$1\frac{1}{4}$	1	1 0	...	0 9	...
" C	$2\frac{1}{2}$		2	$1\frac{3}{4}$	1 3	0 9	1 0	0 6
" 1	3		$2\frac{1}{2}$	2	2 0	1 6	1 6	1 0
" 2	$3\frac{1}{4}$		$2\frac{3}{4}$	$2\frac{1}{2}$	2 0	1 9	1 6	1 3
" 3	$3\frac{3}{4}$		$3\frac{1}{4}$	3	2 0	2 0	1 6	1 6
" 4	4		$3\frac{3}{4}$	$3\frac{1}{2}$	2 0	2 9	1 6	2 0
" 5	$4\frac{1}{2}$		4	4	2 0	3 6	1 6	2 6

## PART II.—ANIMAL CLASS.

DESCRIPTION OF ANIMAL.	Maximum Rates for Conveyance.	Maximum Terminal Charges at each end.				Minimum Charge.
		Station Terminal.		Service Terminal.		
		Per Truck	Per Head	Per Truck	Per Head	
		s. d.	s. d.	s. d.	s. d.	
Horse, Mule, or other Beast of draught or burden, per head per mile,	3½	1 6	0 6	1 0	0 6	5 0
Ox, Cow, Bull, or Neat Cattle, per head per mile, ... ..	2½	1 6	0 6	1 0	0 4	3 6
Calf or Pig, per head per mile, ... ..	1½	1 6	0 2	1 0	0 1½	2 0
Sheep, Lamb, or other small animal, per head per mile, ... ..	9⁄16	1 6	0 2	1 0	0 1½	2 0
Cattle or Sheep, conveyed for one party, in a truck capable of containing 6 Oxen or 25 Sheep, per truck per mile, ...	7½	1 6	...	1 0	...	...
Cattle or Sheep, conveyed for one party, in a truck capable of containing 9 Oxen or 35 Sheep, per truck per mile, ...	10	1 6	...	1 0	...	...

## LANCASHIRE AND YORKSHIRE RAILWAY—(Continued).

*Parcels.*

For any distance, 7 lb. and under.....	6d.
"    over 7 lb. and under 14 lb.....	1s.
"    "    14 lb.    "    28 lb.....	2s.
"    "    28 lb.    "    56 lb.....	3s.
"    "    56 lb.    "    112 lb.....	4s.
"    "    112 lb.    "    560 lb....	9d. per cwt. + 4s.

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, when such services or any of them are or is performed by the company.

## LANCASHIRE AND YORKSHIRE RAILWAY—(Continued).

## PART III.—EXCEPTIONAL CLASS.

- (a) Any Boiler, Cylinder, single piece of Machinery, or single piece of Timber, Stone, or other single article of exceptional weight, bulk, or length.
- (b) Any Waggon, Van, or other Road Carriage, of whatever description, not being adapted for running on a railway, conveyed on a railway truck.
- (c) Locomotive Engines and Tenders and Railway Vehicles running on their own wheels.
- (d) Articles requiring a special train, or an exceptional truck, or more than one truck.
- (e) Any Wild Beast or any large Animal not otherwise provided for.

DESCRIPTION.	Maximum Rates for Conveyance per ton per mile.	Maximum Terminal Charges at each end per ton.			
		At large Towns, as defined.		At other places.	
		Station Terminal.	Service Terminal.	Station Terminal.	Service Terminal.
	s. d.	s. d.	s. d.	s. d.	s. d.
Any article in section "a" hereof not requiring more than one ordinary truck, when weight, including carriage, exceeds 4 tons, but does not exceed 8 tons, ... ..	0 10	2 0	3 0	1 6	2 6
Any article in section "b" hereof (minimum as for 1 ton at the mileage rate, or 10s. for the whole distance), ... ..	0 6	2 0	1 6	1 6	1 0
Any other article or thing herein named, ... ..					
Such reasonable sum in each case as the company may think fit.					

## PART IV.—SMALL PACKAGES AND PARCELS.

Maximum Rates for Conveyance.		Maximum Terminal Charges.	
	For any distance	Station Terminal per parcel at each end.	Service Terminal per parcel at each end.
	s. d.	d.	d.
Any Parcel not exceeding 7 lb. in weight.....	0 6		
" " over 7 lb. and not exceeding 14 lb. in weight.	1 0	$\frac{1}{2}$	$\frac{1}{2}$
" " " 14 lb. " 28 lb. "	2 0		
" " " 28 lb. " 56 lb. "	3 0	1	1
" " " 56 lb. " 112 lb. "	4 0	$1\frac{1}{2}$	$1\frac{1}{2}$
And for every additional 112 lb. or fraction thereof up to 560 lb.....	0 9	$1\frac{1}{2}$	$1\frac{1}{2}$



## GREAT EASTERN.

25 and 26 Vict., cap. 223.

*Goods.*

Coal.....per ton per mile 1½d.

Cannel, culm, coke, slack, cinders..... " " 1½d.

Dung, compost, bones loaded in bulk, and all other sorts of manure except hereinbefore mentioned, coprolites, lime, limestone, salt for agricultural purposes or for curing fish, all undressed material for the repair of roads (public), charcoal, stone for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, iron not damageable.....per ton per mile 1½d.

Damageable iron, sheet, rod, and hoop iron, and the like, wrought iron, salt for domestic purposes, pitch, tar, asphaltum, ground bones, ground coprolites, guano, timber, staves, and deals.....per ton per mile 2d.

Sugar, grain, corn, flour, malt, seeds, soda, oilcake, oil in casks, saltpetre, ale and beer (casks), hoofs, horns, bones, rice, tallow, cheese, butter in casks, potatoes, bacon, flax, hops, jute, junk, lead, molasses, rags, turpentine in casks, vinegar in casks, leather, wine and spirits in casks, hides, dyewoods, paper, Manchester packs, earthenware, metals, hardware in packages or cases, nails, anvils, vices, chains, cotton and other wools and manufactured goods.....per ton per mile 2½d.

But corn, ground and seeds, over 25 miles..... " " 2d.

Hay, straw, tea, fish, feathers, canes, cochineal, furniture, hats, shoes, silk, glass, music, toys, and all other articles, matters, and things—

per ton per mile 4d.

*Animals.*

Horses, mules, asses, or other beasts of draught or burden —

per head per mile 4d.

Ox, cow, bull, or head of neat cattle..... " " 2d.

Calf or pig..... " " 1d.

Sheep, lambs, or other small animals ..... " " ½d.

*Parcels.*

	Not exceeding 7 lb.....	Os. 6d.
Exceeding 7 lb.,	" 14 lb.....	1s. 0d.
" 14 lb.,	" 28 lb.....	1s. 6d.
" 28 lb.,	" 56 lb.....	2s. 0d.
" 56 lb.,	" 500 lb., "any sum they think fit".	

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and *any other services incidental to the business or duty of a carrier*, when such services or any of them are or is performed by the company, and a reasonable sum for warehousing or wharfage, or for any other extraordinary services performed by the company (in respect of which the company may make a reasonable charge).

## GREAT EASTERN RAILWAY.

Proposed Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Proposed Maximum Rates for Conveyance.				Proposed Maximum Station Terminal at each end		Proposed Maximum Service Terminal at each end	
	For the first 10 miles or any part of such distance Per ton per mile	For the next 20 miles or any part of such distance Per ton per mile	For the next 20 miles or any part of such distance Per ton per mile	For the remainder of the distance Per ton per mile	At large Towns, as defined. Per ton.	At any other Station. Per ton.	At large Towns, as defined. Per ton.	At any other Station. Per ton.
In respect of Merchandise comprised in Class A of the Classification, ...	1½d.	1d.	¾d.	½d.	8d.	6d.	...	...
" Class B,	2d.	1½d.	1d.	¾d.	1s.	9d.	...	...
" Class C,	2½d.	2d.	1½d.	1d.	1s. 3d.	1s.	9d.	6d.
" Class 1,	3d.	2½d.	1½d.	1½d.	2s.	1s. 6d.	1s. 6d.	1s.
" Class 2,	3½d.	2½d.	2d.	1½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
" Class 3,	3½d.	2½d.	2½d.	1½d.	2s.	1s. 6d.	2s.	1s. 6d.
" Class 4,	4d.	3½d.	3d.	2d.	2s.	1s. 6d.	2s. 9d.	2s. 0d.
" Class 5,	5d.	4d.	3½d.	3d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMALS.

DESCRIPTION.	Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal.		Minimum Charge.
	For the first 10 miles or any part of such distance per head per mile	For the next 20 miles or any part of such distance per head per mile	For the next 20 miles or any part of such distance per head per mile	For the remainder of the distance per head per mile	Station Terminal at each end per head	Service Terminal at each end per head	
For every horse, mule, ass, or other beast of draught or burden,...	4d.	3½d.	3d.	2½d.	6d.	6d.	5s. 0d.
For every ox, cow, bull, or head of neat cattle,	3d.	2½d.	2d.	1½d.	6d.	4d.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal, ...	1d.	¾d.	½d.	½d.	2d.	1½d.	2s. 0d.
For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the Consignor, or from necessity, ...	6d.	6d.	6d.	6d.	1s. 6d.	1s. 0d.	7s. 6d.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGES.
For Small Parcels not exceeding 560 lb. in weight, ...	Such reasonable sum as the company may think fit.

LONDON, BRIGHTON, AND SOUTH COAST, 1863.

26 and 27 Vict., cap. 218.

*Goods.*

Alkali, alum, bark, bricks, bones for manure, brooms and handles, bran, bullets, cannel, cement, chalk, clay, coal, coke, compost, cement, culm, dung, fireclay, flint, flour, fuller's earth, grain, guano, iron ore, ironstone, lead, lime, limestone, manure of all sorts, metalling for road repairs, nitrate of soda, oil cakes in casks or bags, pig iron, potatoes, pollard, sand, salt for manure, slates, spelter, stones for paving or building, tiles.....*per ton per mile* 1½d.

Ale and porter in casks, bacon, butter in casks, charcoal, cider, dyewoods, eggs, earthenware, gas and water pipes, hair, hemp, hides, hop poles, hops, hoofs, iron rod, hoop, bar, or plate, undamageable iron castings, lard, lead (red or white), marble in blocks, malt, meal, molasses, nails, paints, pitch and tar, rags, resin, rice, salt, saltpetre, seed, soap, soda, spirits and wine in casks, steel (rough or cast), sugar (raw), sulphur, tallow, timber, staves, and deals, tin, vices, chains, and anvils, vinegar, whiting, wool.....*per ton per mile* 2d.

Ale and beer in bottles, canvas, cordage, flax, floorcloth, fruit (dried), fish (salted), groceries, hay, hardware, herrings (dried), leather, damageable iron castings, light machinery, mats, mineral waters, oil in casks, oil-cakes (loose), paper, rope, snuff, spirits and wine in bottles, stationery, tow, turpentine, varnish, veneers.....*per ton per mile* 3d.

Agricultural implements, books, bonnets, butter (fresh), carboys, china, drapery, drugs, fish (fresh), fruit (fresh), furniture, glass, haberdashery, hats, harps, hosiery, joiner's work, millinery, linens, luggage, musical instruments, meat, oil in jars, pianos, pictures, poultry (alive), poultry (dead), silks, sugar (refined), tinned ware, wearing apparel, and all other merchandise, articles, matters, or things, except such as are included in the above classes—

*per ton per mile* 4d.*Parcels.*

Not exceeding 7 lb.....	any distance,	4d.
" 14 lb.....	"	6d.
" 28 lb.....	"	9d.
" 56 lb.....	"	12d.
560 lb., "any sum which they think fit"		

*Animals.*

Horse, mule, and other beast of draught or burden....	<i>per head per mile</i>	4d.
Ox, cow, bull, or neat cattle.....	" "	1½d.
Calf, pig, and other small animals.....	" "	¾d.
Sheep and lambs.....	<i>per score per mile</i>	4d.

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the duty or business of a carrier, where such services, or any of them, are or is performed by the company.

## LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.

## PART I.—GOODS AND MINERALS.

Description of Merchandise.	Proposed Maximum Rates for Conveyance.			Proposed Maximum Station Terminal at each End.		Proposed Maximum Service Terminal at each End.	
	For the first 10 miles or any part of such distance.	For the next 20 miles or any part of such distance.	For the remainder of the distance.	At Large Towns, as defined.	At any other Station.	At Large Towns, as defined.	At any other Station.
	Per ton per mile.	Per ton per mile.	Per ton per mile.	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in the following Classes of the Classification.							
Class A, ...	2d.	1½d.	1d.	8d.	6d.	...	...
Class B, ...	2d.	1½d.	1½d.	1s.	9d.	...	...
Class C, ...	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
Class 1, ...	3d.	2½d.	2½d.	2s.	1s. 6d.	1s. 6d.	1s.
Class 2, ...	3½d.	3d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
Class 3, ...	4d.	3½d.	3½d.	2s.	1s. 6d.	2s.	1s. 6d.
Class 4, ...	4½d.	4½d.	4d.	2s.	1s. 6d.	2s. 9d.	2s.
Class 5, ...	5d.	5d.	4½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—LIVE STOCK.

DESCRIPTION.	Proposed Maximum Rates for Conveyance per Animal.			Proposed Maximum Station Terminal at each end	Proposed Maximum Service Terminal at each end	Proposed Maximum Station Terminal at each end	Proposed Maximum Service Terminal at each end	Proposed Minimum Charge exclusive of Terminals.
	For the first 10 miles or any part of such distance	For the next 20 miles or any part of such distance	For the remainder of the distance.	Per animal.	Per animal.	Per Vehicle.	Per Vehicle.	
	Per mile	Per mile	Per mile					
For every horse, mule, ass, or other beast of draught or burden, ...	4d.	3½d.	3d.	6d.	6d.	1s. 6d.	1s.	5s.
For every ox, cow, bull, or head of neat cattle, ...	3d.	2½d.	2d.	6d.	4d.	1s. 6d.	1s.	3s. 6d.
For every calf, pig, sheep, lamb, or other small animal, ...	1½d.	1d.	¾d.	2d.	1½d.	1s. 6d.	1s.	2s.
For every animal of the several classes above enumerated conveyed in a separate carriage, either by direction of the consignor, or for any other sufficient cause, ...	6d. per mile for the whole distance conveyed.			1s. 6d.	1s.	1s. 6d.	1s.	7s. 6d.

NOTE.—The Terminal Charges on animals sent by the same person, at a rate calculated per head, and carried in the same vehicle, shall in no case exceed the terminal charges per vehicle.

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
For Parcels not exceeding 500 lb. in weight, ... ..	} Such reasonable sum as the company may think fit.

## THE CAMBRIAN RAILWAY, 1864.

27 and 28 Vict., cap. 262.

*Goods.*

All coals, stones for building, pitching, and paving, dung, compost, and all sorts of manure, lime and limestone, clay, sand, and all undressed materials for the repair of roads or highways.....*per ton per mile* 1½d.

All coke, culm, charcoal, and cinders, all bricks, tiles, slates, ironstone and iron ore, copper ore, tin ore, manganese, and all other ores and minerals, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise.....*per ton per mile* 2d.

All sugar, grain, corn, flour, hides, dyewoods, earthenware, timber and deals, coffee, tea, lead and other metals (except iron), nails, anvils, vices, and chains.....*per ton per mile* 3d.

All cotton and other wools, drugs, manufactured goods, and all other wares, merchandise, fish, articles, matters, or things.....*per ton per mile* 4d.

*Animals.*

Every horse, mule, ass, or other beast of draught or burden....*per mile* 4d.

Every ox, cow, bull, or neat cattle..... " 2d.

" calf or pig..... " 1d.

Sheep, lamb, or other small animal..... " ½d.

*Parcels.*

For any distance on the railway—

Parcels 7 lb. and under .....*each* 4d.

Over 7 lb. " 14 lb. .... " 6d.

" 14 lb. " 28 lb. .... " 8d.

" 28 lb. " 56 lb. .... " 10d.

" 56 lb. " 500 lb., "any sum they think fit".

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods.

## CAMBRIAN RAILWAY.

Maximum Rates and Charges for the Conveyance of Merchandise.

## PART I.—GOODS AND MINERALS.

		Proposed Maximum Rates for Conveyance.				Proposed Maximum Terminal Charges.			
		For the first 12 miles.	For the next 18 miles.	For the next 30 miles.	For the remainder of the distance	Station.		Service.	
						At the Forwarding Station.	At the Receiving Station.	At the Forwarding Station.	At the Receiving Station.
		Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
Class A, ...	1½d.	1½d.	1d.	¾d.	6d.	6d.	...	...	...
Class B, ...	2d.	1½d.	1½d.	1d.	9d.	9d.	...	...	...
Class C, ...	2½d.	2d.	1½d.	1½d.	1s.	1s.	6d.	6d.	6d.
Class 1, ...	2½d.	2½d.	1½d.	1½d.	1s. 6d.	1s. 6d.	1s. 3d.	1s. 3d.	1s. 3d.
Class 2, ...	2½d.	2½d.	2d.	1½d.	1s. 6d.	1s. 6d.	1s. 6d.	1s. 6d.	1s. 6d.
Class 3, ...	3½d.	3d.	2½d.	2d.	1s. 6d.	1s. 6d.	1s. 6d.	1s. 6d.	1s. 6d.
Class 4, ...	3½d.	3½d.	3d.	2½d.	1s. 6d.	1s. 6d.	2s.	2s.	2s.
Class 5, ...	4d.	3½d.	3½d.	3d.	1s. 6d.	1s. 6d.	2s. 6d.	2s. 6d.	2s. 6d.

These rates are applicable to the whole of the Cambrian Railways except—  
 Between Moat Lane and Barmouth Junction,  
 Between Moat Lane and Builth, and  
 Between Machynlleth and Aberystwith,  
 Where the rates are from ¼d. to ¾d. per ton per mile higher.

## PART II.—ANIMAL CLASS.

Description of Animals.	Proposed Maximum Rates for Conveyance.					Proposed Maximum Terminal Charges (exclusive of Cost of disinfecting the Vehicles).			
	For the first 12 miles.	For the next 18 miles.	For the next 30 miles.	For the remainder of the distance	Minimum Charge	Station.		Service.	
						At the Forwarding Station.	At the Receiving Station.	At the Forwarding Station.	At the Receiving Station.
	Per mlie.	Per mlie.	Per mlie.	Per mlie.	Per mlie.	Per Vehicle	Per Vehicle	Per Vehicle	Per Vehicle
In respect of every Horse, Mule, Ass, or other Beast of Draught or Burden, ...	4d.	3½d.	3d.	2½d.	5s.	1s.	1s.	1s. 6d.	1s. 6d.
In respect of every Ox, Cow, Bull, or Head of Neat Cattle, ...	3d.	2½d.	2d.	1½d.	3s. 6d.				
In respect of every Calf, Pig, Sheep, Lamb, or other small Animal, ...	1½d.	3d.	¾d.	¾d.	2s.				
In respect of every animal of the several descriptions above enumerated in a separate carriage, by direction of the consignor, or from necessity,	6d.	6d.	6d.	6d.	7s. 6d.				

## CALEDONIAN, 1865.

28 and 29 Vict., cap. 287.

*Goods.*

Dung, compost, police and farmyard manure, lime, limestone, and undressed materials for repair of public roads or highways....*per ton per mile* 1½d.

Coal, coke, culm, charcoal, cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

Not exceeding 9 miles.....*per ton per mile* 2½d.

Exceeding 9 and not exceeding 30 miles (for

first 9 miles)..... " " 2½d.

And for each additional mile..... " " 1½d.

Exceeding 30 and not exceeding 50 miles

(for first 9 miles)..... " " 2½d.

For next 21 miles..... " " 1½d.

And for each additional mile..... " " 1d.

Grain, corn, pulse, flour, meal, malt, field seeds, apples, pears, onions, potatoes, and carrots—

Not exceeding 30 miles.....*per ton per mile* 2½d.

Exceeding 30 and not exceeding 60 miles

(for first 30 miles)..... " " 2½d.

For each mile beyond..... " " 2d.

Exceeding 60 miles (for first 30 miles)..... " " 2½d.

For next 30 miles..... " " 2d.

For each mile beyond..... " " 1d.

Rags and paper—

Up to 12 miles.....*per ton per mile* 2½d.

Beyond 12 miles..... " " 2d.

Ale, porter, beer, whisky, and empty return casks—

Up to 48 miles.....*per ton per mile* 2d.

For every additional mile..... " " 1d.

Sugar, cotton, and other wools, guano, artificial manures, metals (except iron), hides, dyewoods, earthenware, timber, staves, deals, nails, anvils, vices, and chains.....*per ton per mile* 2½d.

Drugs, fish, manufactured goods, and all other wares, merchandise, articles, matters, or things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass, or beast of burden—

At owner's risk.....*per head per mile* 3d.

At company's risk..... " " 4d.

Ox, cow, bull, neat cattle—

When conveyed in truck loads....*per head per mile* 1d.

Calf, pig, sheep, lamb, or other small animal—

When conveyed in truck loads....*per head per mile* ½d.

## CALEDONIAN RAILWAY COMPANY.

Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal at each End.		Maximum Service Terminal at each End.	
	For the first 10 miles, or any part of such distance	For the next 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the remainder of the distance	At large Towns, as defined.	At any other Station.	At large Towns, as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in Class A of the Classification, ... ..	2½d.	1½d.	1d.	¾d.	8d.	6d.	...	...
„ Class B,	2½d.	1½d.	1d.	¾d.	1s.	9d.	...	...
„ Class C,	3d.	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
„ Class 1,	3½d.	3d.	2½d.	2d.	2s.	1s. 6d.	1s. 6d.	1s.
„ Class 2,	3¾d.	3¼d.	2¾d.	2¼d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
„ Class 3,	3¾d.	3¼d.	2¾d.	2¼d.	2s.	1s. 6d.	2s.	1s. 6d.
„ Class 4,	4d.	3¾d.	3¼d.	3d.	2s.	1s. 6d.	2s. 9d.	2s.
„ Class 5,	4½d.	4d.	3½d.	3¼d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMAL CLASS.

DESCRIPTION.	Maximum Rate for Conveyance per Head per Mile.	Minimum Charge for Conveyance.	Maximum Station Terminal at each end per Vehicle.	Maximum Service Terminal at each end per Vehicle.
Horses, Mules, Asses, or other Beasts of draught or burden, ... ..	s. d. 0 4	As for 2 Animals.	s. d. 1 6	s. d. 1 0
Oxen, Cows, Bulls, or Neat Cattle, ... ..	0 2	As for 3 Animals.	1 6	1 0
Calves, Pigs, Sheep, Lambs, or other Small Animals, ... ..	0 0½	As for 8 Animals.	1 6	1 0



## CALEDONIAN—(Continued).

(NOTE.—Between Edinburgh, Leith, Leith Docks, and Glasgow there are special rates—

Classes I, II, III.....	per ton, station to station	6s. 8d.
Class IV.....	" " "	8s. 0d.
" V.....	" " "	10s. 0d.
" VI.....	" " "	15s. 0d.
" VII. Special rates. Charges for empty packages.	Parcels.)	

## Parcels.

A. Between Glasgow, Leith, Leith Docks, and Edinburgh (including cartage)—

Not exceeding 28 lb. ....	each	6d.
" 56 lb. ....	"	8d.
" 84 lb. ....	"	10d.
" 112 lb. ....	"	1s.

All parcels above 112 lbs. to be charged at the tonnage rates for goods, but the charge not to be less than 1s.

B. On other portions of the Caledonian system—

Weight not exceeding	7 lb.	14 lb.	28 lb.	56 lb.
Not exceeding 20 miles....	3d.	5d.	0s. 7d.	0s. 9d.
" 40 miles....	5d.	8d.	1s. 0d.	1s. 1d.
Beyond 40 miles.....	8d.	11d.	1s. 4d.	1s. 6d.

And exceeding 56 lb., "any sum which the company may think fit".

## Terminal Clause.

A. Between Glasgow, Leith, Leith Docks, and Edinburgh.

These rates include the use of carriages, locomotive power, and all other charges incidental to the conveyance of the goods, loading, covering, and unloading; but not cartage when performed by the company.

B. On other portions of the system.

(a) Class of grain, pulse, &c.

If such articles are conveyed for 15 miles or more, no charge is to be made for loading and unloading; if over 10, 4d. per ton may be charged for both loading and unloading; under that distance 4d. for either loading or unloading.

The rates for rags and papers, ale, porter, and other things in that class, include loading and unloading.

(β) General terminal clause.

A reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other *services incidental to the duty or business of a carrier*, where such services, or any of them, are or is performed by the company.

NOTE.—According to the decision in *Half's case* the words in italics would give a power to charge for stations in addition to the maximum rate (except between Glasgow and Edinburgh), and yet with respect to many articles the maximum rates include loading and unloading.

## CALEDONIAN RAILWAY COMPANY—(Continued).

## PART IV.—EXCEPTIONAL ARTICLES OR SERVICES.\*

DESCRIPTION.	PROPOSED CHARGE.
<p>(a) Articles of unusual length, bulk, or weight, or of exceptional bulk in proportion to weight, ...</p> <p>(b) Articles requiring a Special Train, or an exceptional Truck, or more than one Truck, ...</p> <p>(c) Locomotive Engines and Tenders, and Railway Vehicles running on their own Wheels, ...</p> <p>(d) Any wild beast or large animal not otherwise provided for, ...</p> <p>(e) Articles of an explosive or dangerous nature which the company may agree to convey, ...</p> <p>(f) Special accommodation provided or services rendered by the company, by desire of any Trader, ...</p>	<p>Such reasonable sum as the company may think fit in each case.</p>

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
Small Packages and Parcels not exceeding 560 lb. in weight, ...	Such reasonable sum as the company may think fit.

\* This class is substantially repeated in the Schedules of all the railway companies, and it has been inserted here for convenience in printing.

## HIGHLAND, 1865.

28 and 29 Vict., cap. 168.

*Goods.*

Dung, compost, and all sorts of manure, lime and limestone, and undressed materials for the repair of public roads or highways.....*per ton per mile* 2d.

Coal, coke, culm, charcoal, and cinders, stones for building, pitching, and paving, bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise—

Not exceeding 20 miles.....*per ton per mile* 2½d.

20 miles and upwards..... " " 2d.

Sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains—

*per ton per mile* 3d.

Cotton and other wools, drugs, manufactured goods, and other wares, merchandise, fish, articles, matters, and things.....*per ton per mile* 4d.

*Animals.*

Horse, mule, ass, or other beast of draught or burden.....*per mile* 5d.

Ox, cow, bull, or head of neat cattle..... " 2d.

Calf, pig, sheep, lamb, or other small animal..... " ¾d.

*Parcels.*

For any distance not exceeding 100 miles—

7 lb. and under..... 4d.

Over 7 lb. and not exceeding 14 lb..... 8d.

" 14 lb. " 28 lb..... 1s.

" 28 lb. " 56 lb..... 1s. 6d.

" 56 lb. " 500 lb., "what they think fit".

For any distance exceeding 100 miles, double the above sums.

*Terminal Clause.*

A reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the duty or business of a carrier, when such services, or any of them, are or is performed by the company.

## HIGHLAND RAILWAY COMPANY.

Maximum Rates and Charges for the Conveyance of Merchandise on the Railway.

## PART I.—GOODS AND MINERALS.

	Maximum Rates for Conveyance.				Maximum Station Terminal at each end.		Maximum Service Terminal at each end.	
	For the first 10 miles, or any part of such distance	For the next 10 miles, or any part of such distance	For the next 20 miles, or any part of such distance	For the remainder of the distance	At large Towns, as defined.	At any other Station.	At large Towns, as defined.	At any other Station.
	Per ton per mile	Per ton per mile	Per ton per mile	Per ton per mile	Per ton.	Per ton.	Per ton.	Per ton.
In respect of Merchandise comprised in Class A of the Classification, ...	2½d.	1½d.	1d.	¾d.	8d.	6d.	...	...
" Class B,	2½d.	1½d.	1d.	¾d.	1s.	9d.	...	...
" Class C,	3d.	2½d.	2d.	1½d.	1s. 3d.	1s.	9d.	6d.
" Class 1,	3½d.	3d.	2½d.	2d.	2s.	1s. 6d.	1s. 6d.	1s.
" Class 2,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	1s. 9d.	1s. 3d.
" Class 3,	3½d.	3½d.	2½d.	2½d.	2s.	1s. 6d.	2s.	1s. 6d.
" Class 4,	4d.	3½d.	3½d.	3d.	2s.	1s. 6d.	2s. 9d.	2s.
" Class 5,	4½d.	4d.	3½d.	3½d.	2s.	1s. 6d.	3s. 6d.	2s. 6d.

## PART II.—ANIMAL CLASS.

DESCRIPTION.	Maximum Rate for Conveyance per Head per Mile.	Minimum Charge for Conveyance.	Maximum Station Terminal at each end per Vehicle.	Maximum Service Terminal at each end per Vehicle.
	s. d.		s. d.	s. d.
Horses, Mules, Asses, or other Beasts of draught or burden, }	0 4	As for 2 Animals.	1 6	1 0
Oxen, Cows, Bulls, or Neat Cattle,	0 2	As for 3 Animals.	1 6	1 0
Calves, Pigs, Sheep, Lambs, or other Small Animals, ... }	0 0½	As for 8 Animals.	1 6	1 0

## PART V.—SMALL PARCELS.

DESCRIPTION.	PROPOSED CHARGE.
Small Packages and Parcels not exceeding 560 lb. in weight, ... .. }	Such reasonable sum as the company may think fit.

## CLASSIFICATION OF GOODS.

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In preparing a Revised Classification of Goods, under the rules of the Board of Trade, the railway companies have followed closely the Classification of the Railway Clearing House. It will be convenient, therefore, to quote the corresponding general regulations.

**RAILWAY CLEARING HOUSE.—JANUARY, 1886.**

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### GENERAL CLASSIFICATION OF GOODS

BY

### MERCHANDISE TRAINS ON RAILWAYS.

All Classification Lists prior to this date are hereby cancelled.

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#### GENERAL REGULATIONS.

- 1.—**Mineral Class**—Marked “M (A)” or “M (B)” as the case may require—station to station only—loaded and unloaded by owners, and carried in quantities of not less than **four tons**, otherwise chargeable at Special Class rate, or as for **four tons** at Mineral Class rate.

If the total consignment exceeds four tons in weight, the charges are to be upon actual weight, even if more than one waggon be used, provided the length or bulk of the articles will allow of their being loaded and carried on separate waggons. (*Also see Regulation 5.*)

- 2.—**Special Class**—Marked “S”—station to station only—carried in quantities of not less than **two tons**, otherwise chargeable at First Class rate, or as for **two tons** at Special Class rate.

If the total consignment exceeds two tons in weight, the charges are to be upon actual weight, even if more than one waggon be used, provided the length or bulk of the articles will allow of their being loaded and carried on separate waggons. (*Also see Regulation 5.*)

The **two tons** minimum weight applies to all goods (excluding goods in the Mineral Class of the classification) when carried at S. to S. rates, less than First Class rate, except when a higher minimum weight is specially fixed by the companies interested in the traffic.

- 3.—**Classes 1 to 5.**—Unless otherwise provided, the rates for these include collection and delivery within the free cartage boundary only at the stations where the companies have a staff for that service.

No rate including cartage must be quoted by any company for any article weighing more than **three tons**, without first ascertaining that the other terminal company is prepared to perform such cartage, and at what additional charge, if any.

With certain exceptions, the Revised Schedules adopt the Clearing House Classification. The signs are, however, somewhat different.

Class M(A) of Clearing House corresponds to Class A of Revised Classification.

" M(B)	"	"	B	"	"
" S (Special Class),	"	"	C	"	"
" 1	"	"	1	"	"
" 2	"	"	2	"	"
" 3	"	"	3	"	"
" 4	"	"	4	"	"
" 5	"	"	5	"	"

According to the Revised Classifications of the railways in Scotland, England, and Wales, merchandise comprised in Class A and Class B, if sent in quantities of less than 4 tons and not less than 2 tons, is included in Class C, and if sent in quantities of less than 2 tons, is included in Class 1. If, by reason of smallness of quantity, goods are transferred from a lower class to a higher, as from A to 1, the terminals applicable to Class 1 will be chargeable for such small quantities, not the terminals applicable to Class A.

This statement is true also of the Irish railways, except that they make 6 tons, instead of 4 tons, the minimum in Classes A and B.

The classification in Class C applies only to quantities of two tons or upwards; if goods in Class C are sent in consignments of less than 2 tons, they are subject to the maximum and terminal charges of Class 1.

The rates in classes 1, 2, 3, 4, and 5 apply to quantities exceeding 560 lb., an increase of 60 lb. on the minimum usually fixed in the existing Acts.

In the revised schedules the articles are arranged alphabetically under each of the classes. This arrangement is the proper one under the rules of the Board of Trade; but to facilitate comparison with the existing maximum rates, all the articles mentioned in the schedules are arranged in alphabetical order—the class to which they belong being indicated in the columns. In comparing the existing with the proposed maximum rates, it has to be borne in mind that when the words "and other services incidental to the duty or business of a carrier" are not found in a terminal clause that the existing maximum rates include both the maximum and terminal charges.

# REVISED CLASSIFICATION OF GOODS.

	New Schedule. Class		New Schedule. Class
Acetate of Lead, or Sugar of Lead	1	Ammonia, <i>Liquid, in casks or iron</i>	
Acetate of Lime ... ..	C	drums ... ..	2
Acetate of Soda ... ..	1	Ammonia, <i>liquid, except otherwise</i>	
Acetic or Wood Acid, <i>in casks</i> ...	2	herein provided ... ..	5
Acetic or Wood Acid, <i>except</i>		Anchors ... ..	C
<i>otherwise herein provided</i> ...	5	Angelica Root ... ..	3
Acorns ... ..	1	Angle Bars, <i>iron or steel</i> ...	C
Agricultural Machines and Im-		Aniseed ... ..	3
plements, <i>in cases</i> ... ..	2	Annotto ... ..	4
Agricultural and Portable Steam		Anthracene, <i>Crude</i> ... ..	3
and Traction Engines, Vertical		Anthracene, <i>except otherwise herein</i>	
Steam Engines, Horizontal		provided ... ..	5
Steam Engines, Steam Ploughs,		Antimony Ore Waste ... ..	B
Steam Plough Vans, Steam		Antimony Ore ... ..	C
Tram Engines, Threshing		Antimony Regulus ... ..	2
Machines, Road Rollers and		Anvils ... ..	C
Harrows ... ..	2	Apples ... ..	2
Agricultural Machines and Im-		Apricots ... ..	5
plements, <i>except otherwise herein</i>		Aquaria, <i>glass</i> ... ..	5
<i>provided</i> ... ..	4	Argols or Tartars ... ..	3
Agricultural Seeds ... ..	2	Armour Plates ... ..	C
Alabaster Stone, <i>in lumps, un-</i>		Arrowroot ... ..	2
<i>ground</i> ... ..	B	Arsenate of Soda ... ..	1
Alabaster ... ..	4	Arsenic ... ..	C
Albumen ... ..	5	Arsenic Acid ... ..	3
Ale and Porter ( <i>not bottled</i> ), <i>in</i>		Artificial Flowers ... ..	5
<i>casks</i> ... ..	1	Asbestos ... ..	2
Ale and Porter, <i>bottled, in cases,</i>		Ashes, <i>Pot and Pearl</i> ... ..	1
<i>casks, or hampers</i> ... ..	2	Ash Pans ... ..	3
Ale Coolers ... ..	3	Asparagus ... ..	4
Algarovilla ... ..	1	Asphaltum ... ..	1
Algerian Fibre, <i>hydraulic or steam</i>		Awl Blades ... ..	3
<i>press-packed</i> ... ..	1	Axles, <i>in the rough</i> ... ..	C
Algerian Fibre, <i>except otherwise</i>		Axles, <i>not in the rough</i> ... ..	2
<i>herein provided</i> ... ..	2	Axles and Wheels ( <i>Railway</i>	
Alizarine ... ..	4	<i>Carriage, Railway Waggon,</i>	
Alkanet Root ... ..	2	<i>Tram, or Corve</i> ) ... ..	C
Almonds ... ..	3	Axles and Wheels, <i>Locomotive</i>	
Aloes ... ..	4	<i>Engine and Tender</i> ... ..	1
Alum ... ..	C	Axle Boxes, <i>iron or steel</i> ...	1
Alum Cake ... ..	C	Axle Boxes, <i>Brass</i> ... ..	2
Alum Waste ... ..	C	Axle Forgings, <i>iron or steel in the</i>	
Alumina Water ... ..	C	<i>rough</i> ... ..	C
Aluminium ... ..	5		
Aluminoferric ... ..	C	Bacon and Hams, <i>cured, packed</i> ...	2
Aluminosilic ... ..	C	Bacon and Hams, <i>cured, except</i>	
Amber ... ..	5	<i>otherwise herein provided</i> ...	3
American or Leather Cloth ...	3	Bacon and Hams, <i>fresh or green</i> ...	4

	Class		Class
Bagatelle Tables ... ..	5	Bisulphite of Lime ... ..	1
Bagging ... ..	2	Bisulphite of Soda ... ..	1
Bags ( <i>Hand</i> ), <i>common (hemp)</i> ...	2	Bits, <i>iron or steel</i> ... ..	3
Bags, <i>Leather</i> ... ..	4	Black Lead ... ..	2
Baking Powder ... ..	3	Blacking ... ..	2
Bar Iron ... ..	C	Blanc-fixe ( <i>Ground Barytes with</i> <i>water added, for glazing paper</i> )	1
Bark, <i>for tanning</i> ... ..	2	Blankets ... ..	3
Barley, <i>Pot and Pearl</i> ... ..	C	Blanks, <i>Bronze and Copper, for</i> <i>Stamping for Coins</i> ... ..	3
Bark, <i>not for Tanning</i> ... ..	5	Bleaching Powder ... ..	C
Barilla ... ..	1	Blinds, <i>Venetian and Chain</i> ...	4
Barytes, <i>raw, in bulk</i> ... ..	B	Blistered Steel ... ..	1
Barytes, <i>ground, in casks or bags</i> ..	C	Blooms, Billets, or Ingots, <i>iron or</i> <i>steel</i> ... ..	C
Barometers ... ..	5	Bloom Trucks ... ..	1
Bars, <i>cast iron</i> ... ..	1	Blowing Engines ... ..	3
Baskets, <i>iron</i> ... ..	2	Blow Pipes ... ..	3
Baskets, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	5	Blue Powder and Stone ... ..	3
Bass and Whisk, <i>for making</i> <i>brooms</i> ... ..	2	Blue, <i>Laundry liquid</i> ... ..	5
Bass Mats, or Bass Baskets ... ..	2	Boards, <i>Parquet Flooring</i> ... ..	3
Bath Chairs ... ..	5	Boats and Canoes ... ..	5
Baths ... ..	3	Bobbin Blocks ... ..	1
Bayonets ... ..	3	Bobbins ... ..	3
Beadings and Mouldings, <i>gilt, lac-</i> <i>quered, or varnished</i> ... ..	5	Bog Ore (or Oxide of Iron), <i>for</i> <i>Gas purifying</i> ... ..	B
Beams, <i>iron or steel</i> ... ..	C	Bogies, <i>Puddlers' Tap</i> ... ..	1
Bearers, <i>iron or steel</i> ... ..	C	Boilers and Boiler Fittings, <i>iron</i> <i>or steel</i> ... ..	2
Beds and Bedding ... ..	5	Boilers, <i>Copper</i> ... ..	4
Beds and Cylinders of Steam Engines ... ..	1	Boiler Flue Hoops, <i>weldless, un-</i> <i>finished, iron</i> ... ..	C
Bed Keys ... ..	3	Boiler Plates, <i>iron or steel</i> ... ..	C
Bed Plates ... ..	C	Bolts and Nuts, <i>iron or steel</i> ... ..	C
Bedsteads ... ..	3	Bolt and Nut Machines ... ..	1
Bee Hives ( <i>Straw or Wooden</i> ) ... ..	4	Bolts, <i>Door</i> ... ..	3
Beef, <i>in brine</i> ... ..	2	Bone Ash ... ..	C
Beer Engines ... ..	4	Bone Waste, <i>except otherwise herein</i> <i>provided</i> ... ..	C
Bees' Wax ... ..	3	Bones, <i>for size or manure</i> ... ..	C
Bellows ... ..	4	Bones, <i>except otherwise herein</i> <i>provided</i> ... ..	2
Bellows' Pipes ... ..	3	Books ... ..	4
Bells ... ..	4	Boots, including Goloshes, and <i>Leather cut into boot shapes, in</i> <i>casks, cases, or boxes</i> ... ..	3
Belting, <i>for Machinery</i> ... ..	3	Boots, including Goloshes and <i>Leather cut into boot shapes,</i> <i>except otherwise herein provided</i> ...	5
Benders (for Rails) or Jim Crows ...	1	Boracic Acid ... ..	3
Bicarbonate of Soda, <i>in casks</i> ... ..	C	Borax, ... ..	2
Bicarbonate of Soda, <i>in boxes,</i> <i>crates, or hampers</i> ... ..	2	Bottle Jacks ... ..	3
Bichrome and Bichromate of Pot- ash, <i>in casks</i> ... ..	1	Bottles, <i>glass, black or green,</i> <i>common, packed</i> ... ..	1
Bichrome and Bichromate of Po- tash, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	3	Bottles, <i>glass, except otherwise herein</i> <i>provided</i> ... ..	3
Bicycles ... ..	5	Bowls, <i>iron or wood</i> ... ..	3
Bicycle Stands, <i>wrought iron</i> ... ..	3	Box Iron Heaters ... ..	1
Billiard Tables ... ..	5	Box or Italian Irons ... ..	3
Binders, <i>iron or steel</i> ... ..	C		
Bins, <i>Corn or Wine</i> ... ..	3		
Birch or Ling, <i>for Besoms</i> ... ..	1		
Bird Cages ... ..	5		
Biscuits ... ..	2		
Bismuth ... ..	5		



	Class		Class
Boxes, <i>except otherwise herein provided</i> ... ..	5	Canary Seed ... ..	2
Brands, <i>iron or steel</i> ... ..	3	Candles ... ..	2
Brass ... ..	2	Candlesticks, <i>brass or iron</i> ... ..	3
Brattice Cloth ... ..	2	Candlewick ... ..	3
Bread ... ..	2	Canes and Rattans ... ..	4
Break Blocks ... ..	1	Cannel ... ..	A
Bricks, <i>clay, common, and fire</i> ... ..	B	Cannon ... ..	1
Bricks, <i>clay, glazed or enamelled</i> ... ..	C	Cannon Balls and Shot, and Shells not charged ... ..	C
Bricks ( <i>Flanders or Scouring</i> ) ... ..	C	Canvas ... ..	3
Bricks, <i>Air, cast iron</i> ... ..	1	Caps, <i>Men's or Boys' (except Silk)</i> ... ..	4
Brick-making Machinery ... ..	1	Capstan Bars ... ..	1
Bridgework, <i>iron or steel, viz.:</i> —		Capstans ... ..	1
Floor Plates ... ..	C	Caravans ( <i>Showmen's or Hawkers'</i> ), and Vans containing Steam Roundabouts ... ..	4
Lattice Bars ... ..	C	Carbolic Acid, <i>liquid, except otherwise herein provided</i> ... ..	5
Struts and Ties ... ..	C	Carbolic Acid, <i>Liquid, in casks and iron drums</i> ... ..	2
Cross and Longitudinal Girders ... ..	C	Carbolic Acid, <i>Solid</i> ... ..	4
Cantilevers ... ..	C	Carbolic Seed Dressing ... ..	2
Joists ... ..	C	Carbon Candles, <i>for Electric Lighting</i> ... ..	3
Screw or other kinds of Piles, both hollow and solid ... ..	C	Carbonate of Ammonia, <i>in cases or iron drums</i> ... ..	2
Girders, whole or in parts ... ..	4	Carbonate of Lime ... ..	C
Bristles ... ..	4	Carbonate of Potash, <i>in casks</i> ... ..	1
Bronze Powder ... ..	4	Carbonate of Potash, <i>except otherwise herein provided</i> ... ..	2
Bronze (Phosphor) Castings and Ingots, <i>rough</i> ... ..	2	Carbonate of Soda or Soda Crystals ... ..	C
Broom and Brush Heads, and Blocks, <i>without hair</i> ... ..	2	Cardamoms ... ..	4
Broom and Brush Heads, <i>except otherwise herein provided</i> ... ..	3	Cardboard ... ..	3
Brooms and Brushes ... ..	4	Cards for Carding Machines, and for Weaving ... ..	5
Buckets and Pails ... ..	3	Carpeting ... ..	4
Buckles, <i>iron, steel, or brass</i> ... ..	3	Carraway Seed ... ..	3
Bullets, <i>small-arm</i> ... ..	1	Carriage and Foot Warmers ... ..	3
Bullet Moulds ... ..	3	Carriage and Cart Steps ... ..	3
Bungs, <i>Wood, or Shives</i> ... ..	2	Carriage Bodies, <i>except otherwise herein provided</i> ... ..	5
Bungs and Corks ... ..	4	Carrots ... ..	C
Buoy Sinkers ... ..	C	Cartridge Cases, <i>exploded</i> ... ..	2
Buoys ... ..	2	Cartridge Cases, <i>except otherwise herein provided</i> ... ..	3
Burr Stones ... ..	C	Castings, <i>Mill, Forge, and other rough and heavy unfinished</i> ... ..	
Busks, <i>wooden, horn, or steel</i> ... ..	3	<i>Castings, iron or steel</i> ... ..	1
Butter, <i>in casks or boxes, or in tubs or cools with wooden lids</i> ... ..	2	Castings ( <i>iron or steel</i> ), <i>Light, in boxes, cases, crates, casks, or hampers</i> ... ..	2
Butter, <i>in crocks in wood, or in crocks when packed with straw in baskets</i> ... ..	3	Castings, <i>brass</i> ... ..	3
Butter, <i>in crocks, except otherwise herein provided</i> ... ..	5	Castings, <i>steel, except otherwise herein provided</i> ... ..	3
Butter, <i>in baskets, flats, or hampers, or in tubs or cools without lids</i> ... ..	4	Castings ( <i>iron</i> ), <i>Light, except otherwise herein provided</i> ... ..	3
Buttons, <i>except Gold, Silver, or Plated</i> ... ..	3	Cattle Cribs ... ..	4
Cabbages ... ..	1		
Caissons, <i>iron or steel</i> ... ..	C		
Cake, <i>for cattle feeding</i> ... ..	C		
Calicoes ... ..	3		
Calipers ... ..	3		
Canada Plates, <i>iron or steel</i> ... ..	1		

	Class		Class
Cattle Food, <i>prepared</i> ... ..	2	Cinder Sifters ... ..	3
Caustic Soda ... ..	C	Cinnabar Ore ... ..	3
Caustic Potash ... ..	1	Cinnamon ... ..	5
Cellarets, <i>wrought iron</i> ... ..	3	Cisterns ... ..	4
Cement, <i>in blocks or slabs</i> ... ..	B	Citric Acid ... ..	4
Cement, <i>except otherwise herein provided</i> ... ..	C	Clasps, <i>Book, Boot, and Belt (except Gold, Silver, or Plated)</i> ...	3
Cement Stone ... ..	B	Clay, <i>in bulk, except otherwise herein provided</i> ... ..	B
Chaff, <i>hydraulic or steam press-packed</i> ... ..	1	Clay, <i>in bags or casks</i> ... ..	C
Chaff, <i>except otherwise herein provided</i> ... ..	4	Clock Dials ... ..	3
Chains and Traces, <i>packed</i> ... ..	2	Clocks, <i>Turret and Church</i> ... ..	4
Chains and Traces, <i>not packed</i> ...	1	Clocks, <i>except otherwise herein provided</i> ... ..	5
Chain Cables ... ..	C	Clock Cases ... ..	5
Chains, <i>not packed</i> ... ..	C	Clog Blocks, <i>rough</i> ... ..	1
Chains, <i>Curb or Door</i> ... ..	3	Clog Irons ... ..	1
Chairs and Seats, <i>Garden</i> ... ..	4	Clog Soles ... ..	2
Chairs and Seats, <i>except otherwise herein provided</i> ... ..	5	Clogs, <i>in casks, cases, or boxes</i> ...	3
Chairwood, <i>rough, undamageable</i> ...	2	Clogs, <i>except otherwise herein provided</i> ... ..	4
Chalk, <i>in the rough</i> ... ..	B	Clothing for Soldiers, Police, Prison Warders, Railway Porters, Postal, and Telegraph (except Busbies or Helmets) ...	3
Chalk, <i>ground</i> ... ..	C	Clothing ( <i>exclusive of Silk Goods</i> ), <i>except otherwise herein provided</i> ...	4
Chalk Lime ... ..	B	Cloves ... ..	5
Chandeliers and Gasaliers ... ..	5	Coach Wrenches ... ..	3
Charcoal ... ..	1	Coal ... ..	A
Cheese ... ..	3	Coal Fuel, <i>Patent</i> ... ..	B
Cheese Presses ... ..	3	Coal Scuttles ... ..	4
Chemicals ( <i>not dangerous, corrosive, or explosive</i> ), <i>in casks, iron drums, bales, or bags</i> ... ..	3	Cobalt ... ..	4
Chemicals ( <i>not dangerous, corrosive, or explosive</i> ), <i>except otherwise herein provided</i> ... ..	5	Cobalt Ore ... ..	2
Chestnuts ... ..	1	Cochineal ... ..	5
Chicory ... ..	2	Cocoa ... ..	2
Chimney Pots, <i>earthenware or fire-clay</i> ... ..	1	Cocoa Nut Fibre, Husk, Shell, or Matting ... ..	3
Chimney Pieces, <i>cement or concrete</i> ...	2	Cocoa Nuts ... ..	3
Chimney Pieces, <i>metal, unpacked</i> ...	4	Codilla ... ..	3
Chimney Pieces, <i>Marble or Slate</i> ...	3	Coffee ... ..	2
Chimney Tops, <i>iron or zinc</i> ... ..	4	Coffin Furniture, <i>Metallic</i> ... ..	3
China ... ..	5	Coffins ... ..	5
China Clay, ... ..	C	Coin, <i>Copper or Bronze</i> ... ..	3
China Grass, <i>hydraulic or steam press-packed</i> ... ..	1	Coir Junk ... ..	2
China Grass, <i>except otherwise herein provided</i> ... ..	4	Coir Rope ... ..	2
China Stones ... ..	C	Coke ... ..	A
Chlorate of Potash ... ..	2	Collars, <i>Dog</i> ... ..	3
Chloride of Calcium ... ..	C	Collars, <i>Rush, for Horses</i> ... ..	3
Chloride or Muriate of Zinc ... ..	1	Colliery Pulleys ... ..	3
Chromate Ore ... ..	C	Colliery Screens or Tips ... ..	2
Cider and Perry ( <i>not bottled</i> ), <i>in casks</i> ... ..	1	Colliery Tubbing ... ..	C
Cider and Perry, <i>bottled, in cases, casks, or hampers</i> ... ..	2	Colours, <i>in casks or iron drums, or in tins packed in cases</i> ... ..	2
Cigars and Cigarettes ... ..	5	Colours, <i>in cans, hampers, boxes, or iron bottles</i> ... ..	3
Cinders, <i>Coal</i> ... ..	A	Colours, <i>in jars</i> ... ..	5
		Columns, <i>iron or steel</i> ... ..	C
		Combs ... ..	3

	Class		Class
Concrete, <i>in blocks or slabs</i> ...	B	Dandelion Roots ...	2
Confectionery ...	4	Dates ...	2
Conservatories and Hothouses, <i>in parts</i> ...	5	Delta Metal ...	3
Copper ...	2	Dextrine ...	2
Copper Ore ...	C	Dies and Die Stocks ...	3
Copper Precipitate ...	1	Dishes, <i>iron or wood</i> ...	3
Copper Regulus ...	1	Disinfecting Powder ...	1
Copperas ...	1	Distilled Water ...	2
Copra ( <i>or Oily Pulp of Coconut</i> ), <i>dried</i> ...	1	Divi Divi ...	1
Coprolites and Rock Phosphate, <i>ground</i> ...	C	Doors and Door Frames, <i>iron or steel</i> ...	1
Coprolites and Rock Phosphate, <i>unground</i> ...	B	Draff, or Brewers' and Distillers' Grains ...	C
Copying Presses ...	3	Drain Pipes, <i>glazed, except otherwise herein provided</i> ...	C
Coquilla Nuts ...	3	Drain Pipes, <i>glazed, over 6 inches in diameter</i> ...	1
Cordials, <i>in casks or cases</i> ...	3	Drilling, Planing, Punching, Shearing, and Slotting machines ( <i>for metal working</i> ), <i>including Beds and Tables</i> ...	1
Cordials, <i>except otherwise herein provided</i> ...	5	Dripping, <i>in casks, boxes, tins, or tubs with lids</i> ...	2
Coriander Seed ...	3	Dripping, <i>in crocks in wood, or in tubs or tins without lids</i> ...	3
Corkscrews ...	3	Dripping, <i>in bladders</i> ...	4
Cork Shavings or Cuttings ...	3	Dripping, <i>in crocks, except otherwise herein provided</i> ...	5
Corkwood ...	3	Dross ( <i>Metal</i> ) ...	C
Corn Flour, <i>Patent</i> ...	2	Druggeting ...	3
Corn Crushers ...	4	Drugs, <i>in casks, bales, or bags</i> ...	3
Corozzo Nuts ...	3	Drugs, <i>except otherwise herein provided</i> ...	5
Corrugated Iron or Steel ...	1	Drysalteries, <i>in casks</i> ...	3
Corves ( <i>small waggons for use in Collieries</i> ) ...	2	Drysalteries, <i>except otherwise herein provided</i> ...	4
Cotton, <i>raw</i> ...	2	Dubbin ...	2
Cotton and Linen Goods, <i>in bales, boxes, cases, packs, or trusses, except otherwise herein provided</i> ...	3	Dunnage Mats ...	1
Cotton and Woollen Waste ...	2	Dust Pans ...	3
Cranberries ...	2	Dust Preventers ...	3
Cranes or Cranework ...	2	Dutch Metal and Leaf ...	3
Crape ...	5	Dye Extracts ...	4
Creosote (Coal Tar), Coal Tar or Gas Tar, and Gas Water, <i>in Owner's waggons</i> ...	C	Dye Liquor Refuse, <i>from Print or Dye Works</i> ...	1
Cricket Implements ...	4	Dyes, <i>in glass carboys</i> ...	5
Croquet Implements ...	4	Dyes, <i>except otherwise herein provided</i> ...	4
Crowbars ...	C	Dyewoods ...	1
Crucibles ( <i>Clay</i> ) ...	2	Earth, <i>Red</i> ...	C
Crucibles, <i>except otherwise herein provided</i> ...	5	Earth Closets ...	3
Cryolite ...	1	Earth Nuts or Ground Nuts ...	1
Crystallised Fruit ...	4	Earthenware, <i>except otherwise herein provided</i> ...	4
Cullet (or broken glass) ...	C	Eggs ...	4
Culm ...	A	Elastic Webbing ...	3
Cummin Seed ...	3	Electric Accumulators ...	2
Currants ( <i>grocers'</i> ) ...	2	Electric Batteries ...	3
Curry Combs ...	3	Electric Cable ...	4
Curtains ( <i>Cotton Lace</i> ) ...	4		
Cutch ...	1		
Cutlery ...	4		
Cylinders, <i>iron or steel, rough, not turned, drilled, planed, or slotted</i> ...	C		

	Class		Class
Electric Insulators ... ..	2	Fish—	
Emery ... ..	2	All other Fish, <i>thoroughly salted</i>	
Emery Dust ... ..	2	<i>or dried</i> ... ..	2
Emery Rollers ... ..	4	Whelks and Periwinkles ... ..	2
Emery Stone ... ..	C	Fish—	
Emery Wheels ... ..	4	Herrings and Sprats, <i>in any</i>	
Empty Cases, Casks, Crates,		<i>state, except otherwise herein</i>	
Hampers, and other Empties,		<i>provided</i> ... ..	3
<i>except otherwise herein provided</i>	5	Crabs ... ..	3
Engravings ... ..	5	All other Fish, <i>partially cured,</i>	
Ensilage ... ..	1	<i>smoked, or dried</i> ... ..	3
Esparto (or Spanish Grass), <i>hy-</i>		Fish—	
<i>draulic or steam press-packed</i> ...	1	Fresh Cod, Coal, Ling, Had-	
Esparto (or Spanish Grass), <i>except</i>		<i>docks, Whiting, Skate,</i>	
<i>otherwise herein provided</i> ...	4	<i>Flounders, Hake, Mackerel,</i>	
Evergreens ... ..	5	<i>Plaice, Halibut, Bass, Bream,</i>	
Extract of Bark or Wood, <i>for tan-</i>		<i>Catfish, Codlings, Dogfish,</i>	
<i>ning</i> ... ..	1	<i>Guardfish, Gurnet, Lance</i>	
Extract of Meat ... ..	5	<i>Fish, Maids, Pilchards, Pol-</i>	
Eyelets ... ..	3	<i>lack, Shad, Thornbacks,</i>	
		<i>Witches, Dabs, and Lemon</i>	
Farina ... ..	1	<i>Soles</i> ... ..	4
Fat, <i>raw</i> ... ..	2	Eels ... ..	4
Feathers ... ..	5	Oysters, Lobsters ... ..	4
Felloes, Naves, and Spokes ...	1	Shell Fish, <i>except otherwise here-</i>	
Felt, <i>Asphalted Roofing, or Tarred</i>		<i>in provided</i> ... ..	4
<i>Felt or Tarred Sheathing</i> ...	2	Fish, <i>fresh, of all descriptions, except</i>	
Felt ... ..	3	<i>otherwise herein provided, includ-</i>	
Fenders, <i>in crates</i> ... ..	3	<i>ing Prawns and Shrimps</i> ...	5
Fenders, <i>except otherwise herein</i>		Fish Hooks ... ..	4
<i>provided</i> ... ..	5	Flannel ... ..	4
Fenders, <i>Kitchen, iron or steel</i> ...	3	Flax ... ..	3
Fenugreek Seeds ... ..	C	Flax Seed, <i>for sowing</i> ... ..	3
Ferro-Manganese ... ..	C	Flax Waste, <i>for Paper-making</i> ...	2
Ferules, <i>iron, steel, or brass</i> ...	3	Flax Waste, <i>except otherwise herein</i>	
Figs, <i>dried</i> ... ..	2	<i>provided</i> ... ..	3
Figures, Casts or Ornaments, <i>Ala-</i>		Fleshings and Glue Pieces ...	2
<i>baster, Bronze, Plaster, Stucco, or</i>		Flints, <i>for road-making</i> ... ..	B
<i>Terra Cotta</i> ... ..	5	Flints, <i>except otherwise herein pro-</i>	
Figures, Flowers, and Heads, <i>wax</i>	5	<i>vided</i> ... ..	C
Files or Rasps, <i>iron or steel</i> ...	2	Flocks ... ..	3
Filters, <i>cast iron</i> ... ..	2	Flooring Plates, <i>rough, iron</i> ...	C
Filters, <i>earthenware</i> ... ..	3	Floor Cloth, <i>including Oil Cloth,</i>	
Fire Engines ... ..	4	<i>Boulínikon, Kamptulicon, and</i>	
Fire Escapes ... ..	3	<i>Linoleum</i> ... ..	3
Fire Guards, <i>wire</i> ... ..	3	Flour ( <i>Wheaten</i> ) ... ..	C
Fire Irons ... ..	3	Flowers, <i>cut</i> ... ..	5
Fire Lighters ... ..	2	Flower Roots ... ..	4
Fish—		Forges, <i>Portable</i> ... ..	3
Cod and Ling, <i>thoroughly cured</i>		Forgings, <i>iron or steel, in the</i>	
<i>in brine</i> ... ..	1	<i>rough, except otherwise herein</i>	
Herrings, <i>thoroughly cured in</i>		<i>provided</i> ... ..	C
<i>brine</i> ... ..	1	Forks, <i>Digging</i> ... ..	3
Fish—		Forks and Spoons, <i>Metal (except</i>	
Red Herrings, <i>thoroughly cured</i>	2	<i>Gold, Silver, or Plated)</i> ...	3
Cockles ... ..	2	Frilling Machines, <i>in parts, packed</i>	4
Limpets ... ..	2	Frilling Machines, <i>fitted up, packed</i>	5
Mussels ... ..	2	Fruit, <i>except otherwise herein pro-</i>	
Dried Ling and Cod ... ..	2	<i>vided</i> ... ..	4

	Class		Class
Fruit, <i>Hothouse</i> ... ..	5	Glycerine, in casks and iron drums	3
Fuel Economisers, <i>iron or steel</i> ...	1	Glycerine, except otherwise herein	
Fullers' Earth ... ..	C	provided ... ..	5
Funnels ( <i>Air or Ship</i> ) ... ..	2	Goatskins ... ..	3
Furnace Lumps ... ..	B	Gooseberries ... ..	3
Furnace Plates, <i>iron or steel</i> ...	1	Grain ... ..	C
Furnace Scrapings ... ..	B	Granite, in blocks, rough or un-	
Furniture, in Vans, Carts, or Road		dressed ... ..	C
Waggon ... ..	4	Granite, polished or dressed ...	3
Furniture ... ..	5	Granulated Iron ... ..	C
Furniture Vans, empty ... ..	3	Grapes ... ..	5
Furs ... ..	5	Grates, Ovens, Ranges, or Stoves,	
Fustic Liquor ... ..	2	common or kitchen ... ..	2
		Grates, Ovens, Ranges, or Stoves,	
		polished ... ..	4
Gall Nuts ... ..	2	Gratings, Drain, Pavement, Area,	
Galvanised Iron ... ..	1	or Floor, cast iron ... ..	1
Gambier ... ..	1	Gravel ... ..	B
Game ... ..	5	Gravestones or Tombstones ...	4
Gannister ... ..	B	Gridirons ... ..	3
Garancine ... ..	2	Grindery ... ..	3
Gas Carbon ... ..	B	Grindstones, in the rough ...	C
Gas Engines, complete ... ..	2	Grindstones, except otherwise herein	
Gas Fittings, in parts, except brass		provided ... ..	2
and copper tubing ... ..	3	Guano ... ..	C
Gas Lime, or Gas Purifying Re-		Gums ... ..	3
fuse from Gas Works, in		Gun Barrels ... ..	4
Trader's Trucks ... ..	B	Guns ... ..	4
Gas Meters ... ..	3	Gun Carriages ... ..	2
Gasometer Sheets ... ..	1	Gun Locks and Gun Furniture ...	3
Gates, iron or wooden, common ...	2	Gun Metal ... ..	2
Gelatine ... ..	4	Gun Stocks ... ..	3
Ginger Beer ... ..	2	Gun Wads ... ..	3
Ginger, except otherwise herein pro-		Gutta Percha, raw ... ..	3
vided ... ..	3	Gutta-Percha Goods ... ..	4
Gins (Wheels with Frames for		Gypsum Stone, in lumps, un-	
hoisting purposes) ... ..	3	ground ... ..	B
Girder Bars, iron or steel, rolled,		Gypsum ... ..	C
not rivetted ... ..	C		
Girders, iron or steel ... ..	C	Haberdashery ... ..	4
Glass, ground ... ..	C	Hair, wet, from Tanneries ...	1
Glass Blocks, for pavement (fitted		Hair, for manufacturing purposes	3
in iron frames) ... ..	1	Hair Cloth ... ..	3
Glass Blocks, for pavement (not		Hair, for Head-dressing ... ..	5
fitted in frames) ... ..	2	Hames ... ..	3
Glass Beads ... ..	3	Hammer Heads ... ..	3
Glass, Crown ... ..	3	Hammers (not steam) ... ..	3
Glass, Flint, except otherwise herein		Handcuffs ... ..	3
provided ... ..	3	Handles, Broom, Mop, Rake, Fork,	
Glass, Plate, rough ... ..	3	Spade, Shovel, Hammer, and	
Glass, Plate, not silvered ... ..	4	Pick ... ..	2
Glass, Plate, silvered ... ..	5	Handles, chest and saucepan ...	3
Glass, Stained ... ..	5	Hand Spikes, wooden ... ..	2
Glass-house Pots ... ..	4	Handmills ... ..	4
Globes, Moons, or Shades, glass ...	5	Haricot Beans ... ..	1
Gloves ... ..	5	Harness ... ..	4
Gold Size ... ..	4	Hassocks ... ..	3
Golf Clubs ... ..	4	Hat and Umbrella Stands, cast	
Glucose ... ..	1	iron ... ..	4
Glue ... ..	3		

	Class		Class
Hats, <i>soft felt</i> ... ..	4	India Rubber, <i>raw</i> ... ..	4
Hats, <i>rush</i> ... ..	4	India Rubber Goods ... ..	4
Hats, <i>except soft felt and rush</i> ...	5	Indigo ... ..	5
Hat and Umbrella Stands, <i>wood</i>	5	Infusorial Earth, or Diatomite ...	C
Hawkers' Packs and Trusses ...	4	Ingot Moulds ... ..	C
Hay, <i>hydraulic or steam press-</i>		Ink ... ..	4
<i>packed</i> ... ..	1	Isinglass ... ..	5
Hay, <i>except otherwise herein pro-</i>		Iron Ore ... ..	A
<i>vided</i> ... ..	4	Iron Ore Refuse, for Gas puri-	
Hay Forks ... ..	3	<i>fyng</i> ... ..	B
Hay Rakes, <i>hand</i> ... ..	3	Iron Pyrites ... ..	B
Heads and Staves, <i>prepared, for</i>		Iron Liquor or Muriate of Iron ...	2
<i>casks</i> ... ..	1	Ironstone ... ..	A
Headstocks, <i>iron or steel, for Col-</i>		Ivory, <i>except otherwise herein pro-</i>	
<i>lheries</i> ... ..	1	<i>vided</i> ... ..	5
Hemp ... ..	3	Ivory Black ... ..	2
Hemp Seed ... ..	1	Ivory Waste or Dust ... ..	2
Herbs, <i>green</i> ... ..	3		
Hides ... ..	3	Japan Wax ... ..	2
Hide Cuttings ... ..	2	Japanned Ware ... ..	4
Hinges, <i>iron or steel</i> ... ..	2	Jet ... ..	5
Hinges, <i>brass</i> ... ..	3	Jews' Harps ... ..	3
Hoes ( <i>hand</i> ) ... ..	2	Juniper Berries ... ..	3
Holloware, <i>iron, including Kettles,</i>		Jute ... ..	1
<i>Pans, Maslins (pots for boiling</i>			
<i>fruit), and Water Cans</i> ... ..	4	Kainit ... ..	C
Honey ... ..	4	Keel Bars ... ..	C
Hoof and Horn Waste, <i>except</i>		Kentledge or Ballast, <i>iron</i> ...	B
<i>otherwise herein provided</i> ...	C	Kilting Machines, <i>in parts, packed</i>	4
Hoofs, Horns, and Horn Tips,		Kilting Machines, <i>fitted up, packed</i>	5
<i>Buffalo, Cow, Goat, Ox, and</i>		Kips ... ..	3
<i>Sheep, packed</i> ... ..	2	Kitchen Fireplace Stands ...	3
Hoofs, Horns, and Horn Tips,		Knife Boards ... ..	2
<i>Buffalo, Cow, Goat, Ox, and</i>		Knitting Machines, <i>in parts, packed</i>	4
<i>Sheep, except otherwise herein</i>		Knitting Machines, <i>fitted up,</i>	
<i>provided</i> ... ..	3	<i>packed</i> ... ..	5
Hooks, <i>Boot, Button, Hat, Coat,</i>		Knobs ( <i>Range</i> ), <i>iron or steel</i> ...	3
<i>Ceiling, and Reaping</i> ... ..	3	Knobs ( <i>Door</i> ) ... ..	3
Hooks, <i>Clip, galvanised iron</i>	3	Knockers ( <i>Door</i> ) ... ..	3
Hooks and Eyes ... ..	3		
Hoop Iron or Steel ... ..	1	Lac ... ..	4
Hoops, <i>wooden</i> ... ..	2	Lace ... ..	5
Hops ... ..	5	Laces, <i>Boot or Stay</i> ... ..	4
Horn Piths or Sloughs ... ..	1	Ladders, <i>iron</i> ... ..	1
Horses, <i>dead</i> ... ..	5	Ladders, <i>wooden</i> ... ..	2
Horse Shoe Bars, <i>iron</i> ... ..	1	Ladles, <i>Puddlers'</i> ... ..	1
Horse Shoes ... ..	2	Ladles ( <i>not Puddlers'</i> ), <i>iron</i> ...	3
Hose, <i>leather and canvas</i> ... ..	4	Laminated Lead ... ..	2
Hosiery ... ..	4	Lamp Black ... ..	3
Housings, Chocks, Standards, Pin-		Lamp Chimneys ( <i>glass</i> ) ... ..	3
<i>ions, Coupling Boxes, and Spin-</i>		Lamp Frames ( <i>street</i> ) ... ..	3
<i>dles, for rolling mills</i> ... ..	1	Lamp Reflectors, <i>enamelled iron</i>	3
Hurdles, <i>iron or wood, except other-</i>		Lamp Wick ... ..	3
<i>wise herein provided</i> ... ..	1	Lamp Posts, <i>iron or steel</i> ...	1
Hurdles, <i>iron or steel, on wheels</i>	3	Lamps ... ..	4
Hydraulic Machinery and Presses	1	Lard, <i>in casks, boxes, tins, or tubs</i>	
Hydraulic Engines ... ..	2	<i>with lids</i> ... ..	2
		Lard, <i>in crocks in wood, or in tubs</i>	
		<i>or tins without lids</i> ... ..	3
Ice ... ..	2		

	Class		Class
Lard, in bladders ... ..	4	Madders ... ..	2
Lard, in crocks, except otherwise herein provided ... ..	5	Magnesia ... ..	3
Lasts, iron ... ..	1	Magnesium Metal ... ..	5
Lasts, wooden ... ..	2	Magnets ... ..	3
Latches (Door) ... ..	3	Manganese Ore ... ..	C
Lathe Beds ... ..	1	Mangel Wurzel ... ..	C
Lavatory Stands and Basins, earthenware, complete, enamelled	3	Manure, other than Street, Stable, or Farmyard, in bulk ... ..	C
Lawn Mowers, packed ... ..	3	Manure, Street, Stable, or Farm- yard, in bulk ... ..	B
Lawn Mowers, not packed ... ..	4	Marble, in blocks, rough ... ..	C
Lawn Tennis Implements ... ..	4	Marble, packed, and in slabs ce- mented together ... ..	3
Lead Ore ... ..	C	Maps ... ..	5
Lead Ashes ... ..	1	Margarine, in casks or boxes, or in tubs with wooden lids ... ..	2
Lead Piping ... ..	2	Margarine, in baskets, flats, or hampers, or in tubs without lids	4
Lead Pencils ... ..	3	Margarine, in crocks in wood, or in crocks when packed with straw in baskets ... ..	3
Leather, undressed, except in cases or crates ... ..	2	Margarine, in crocks, except other- wise herein provided ... ..	5
Leather, except otherwise herein pro- vided ... ..	3	Marquees or Tents ... ..	3
Lemons ... ..	2	Mastic ... ..	3
Lemon and Lime Juice ... ..	3	Match Boxes, empty ... ..	5
Lemon Peel ... ..	1	Matchetts ... ..	3
Lias Lime ... ..	C	Mats and Matting, except otherwise herein provided ... ..	3
Life Buoys ... ..	3	Mattresses ... ..	4
Lime, in bulk ... ..	B	Meat, Fresh ... ..	4
Limestone, in bulk ... ..	B	Meat Pies ... ..	4
Lime Salt ... ..	C	Meat Safes ... ..	4
Lime Water, in casks ... ..	1	Medals, brass or copper ... ..	3
Lime Water, except otherwise here- in provided ... ..	3	Megass, hydraulic or steam press- packed ... ..	1
Lincrusta ... ..	3	Megass, except otherwise herein pro- vided ... ..	4
Linen Waste, for Paper-making ... ..	2	Mexican Fibre, hydraulic or steam press-packed ... ..	1
Linen Waste, except otherwise here- in provided ... ..	3	Mexican Fibre, except otherwise herein provided ... ..	4
Liquorice ... ..	3	Military Ornaments (except Gold, Silver, or Plated) ... ..	3
Litharge ... ..	1	Milk ... ..	3
Lithographic Stones ... ..	4	Mill Scale or Smudge ... ..	B
Litter (Moss and Peat), hydraulic or steam press-packed ... ..	C	Millboards ... ..	3
Loam ... ..	B	Millinery ... ..	5
Locks and Keys ... ..	3	Millstones, finished ... ..	2
Locomotive Engines and Tenders, loaded in Railway Companies' Waggons ... ..	2	Millstones, in the rough ... ..	C
Logwood Liquor ... ..	2	Mineral and Aerated Waters ... ..	2
Looking Glass Frames ... ..	5	Mineral White ... ..	C
Looking Glasses and Mirrors, glass	5	Molasses ... ..	1
Lustres and Vases, glass ... ..	5	Mops ... ..	3
Maccaroni ... ..	3	Mordant Liquors (including Alum Liquor, Dunging Liquor, and Red Liquor) ... ..	2
Machinery, in parts, in cases, except otherwise herein provided ... ..	2	Mortar Mills ... ..	1
Machinery, in parts, not packed, except otherwise herein provided	4	Mortars and Pestles, iron or steel	3
Machines, fitted up, packed, except otherwise herein provided ... ..	3		
Machines, fitted up, not packed, except otherwise herein provided	4		

	Class		Class
Moss, <i>packed</i> ... ..	3	Ornaments for Saddlery, <i>brass</i> , <i>iron</i> , or <i>steel</i> ... ..	3
Moss, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	5	Osiers, Twigs, and Willows, <i>green</i> <i>and wet</i> ... ..	1
Moulders' Black or Dust ... ..	C	Osiers, Twigs, and Willows, <i>bronze</i> ... ..	2
Muriate of Ammonia ... ..	1	Osiers, Twigs, and Willows, <i>white</i> <i>or stained</i> ... ..	3
Muriate of Manganese ... ..	C	Oxalic Acid ... ..	3
Muriate of Potash ... ..	C	Oxide of Iron ... ..	C
Mushrooms ... ..	4		
Musical Instruments ... ..	5	Paints, <i>in casks or iron drums</i> , or <i>in tins packed in cases</i> ... ..	2
Muslins ... ..	5	Paints, <i>in cans, hampers, boxes</i> , or <i>iron bottles</i> ... ..	3
Mustard Seed ... ..	1	Paints, <i>in jars</i> ... ..	5
Mustard ... ..	3	Palmetto Leaf, <i>hydraulic or steam</i> <i>press-packed</i> ... ..	1
Myrabolams ... ..	1	Palmetto Leaf, <i>except otherwise</i> <i>herein provided</i> ... ..	4
		Pans, <i>annealing, iron</i> ... ..	1
Nails, <i>iron or steel</i> ... ..	C	Pans, <i>Chemical and Dye, iron or</i> <i>steel</i> ... ..	3
Nail Rods and Sheets, <i>iron</i> ... ..	1	Pans, <i>Copper</i> ... ..	4
Nails, <i>Wire</i> ... ..	1	Pans, <i>Earthenware or Iron, for</i> <i>sanitary purposes</i> ... ..	3
Nails, <i>zinc</i> ... ..	2	Panoramas and Theatrical Scenery ... ..	5
Nails and Rivets, <i>brass or copper</i> ... ..	3	Paper ... ..	3
Nectarines... ..	5	Paper Hangings ... ..	3
Needles ... ..	4	Papier Maché Goods ... ..	5
Netting, <i>of iron wire</i> ... ..	2	Paraffin Scale ... ..	1
Netting, <i>Cotton and Twine</i> ... ..	3	Paraffin Wax ... ..	1
Nickel ... ..	3	Parchment ... ..	5
Nickel Ore ... ..	2	Parian ... ..	4
Night Soil, <i>in Trader's Trucks</i> ... ..	B	Pasteboard ... ..	3
Nitrate of Baryta ... ..	3	Patten Rings ... ..	3
Nitrate of Copper, <i>in casks</i> ... ..	2	Pattens, <i>in casks, cases, or boxes</i> ... ..	3
Nitrate of Copper, <i>in jars or stone</i> <i>bottles, covered with wicker basket</i> <i>work</i> ... ..	5	Pattens, <i>except otherwise herein</i> <i>provided</i> ... ..	4
Nitrate of Iron ... ..	2	Patterns, <i>Wood, for castings</i> ... ..	4
Nitrate of Lead ... ..	1	Peaches ... ..	5
Nitrate of Soda ... ..	C	Pearl Shells ... ..	3
Nitre Cake ... ..	C	Pears ... ..	2
Nut Crackers ( <i>except Gold, Silver,</i> <i>or Plated</i> ) ... ..	3	Peat ... ..	B
Nutmegs ... ..	5	Pelts ... ..	2
Nuts, <i>except otherwise herein provided</i> ... ..	3	Penholders, <i>Wood or Metal (except</i> <i>Gold, Silver, or Plated)</i> ... ..	3
		Pens, <i>steel</i> ... ..	4
Oars ... ..	3	Pepper ... ..	3
Ochre ... ..	C	Perambulators, <i>complete or in parts</i> ... ..	5
Oil Cake ... ..	C	Percussion Caps ( <i>uncharged</i> ) ... ..	3
Oils, <i>not dangerous, in casks or</i> <i>iron drums, except otherwise</i> <i>herein provided</i> ... ..	2	Perfumery... ..	5
Oils, <i>not dangerous, in cans, jars,</i> <i>and in bottles in casks or boxes,</i> <i>except otherwise herein provided</i> ... ..	4	Petroleum Grease or Petroleum Jelly ... ..	3
Old or Scrap Lead ... ..	1	Pewter ... ..	2
Oleic Acid ... ..	4	Pianoforte Plates ... ..	4
Onions ... ..	1	Piassava, <i>hydraulic or steam press-</i> <i>packed</i> ... ..	1
Optical Instruments ... ..	5	Piassava, <i>except otherwise herein</i> <i>provided</i> ... ..	
Oranges ... ..	2		
Orange Peel ... ..	1		
Orchilla Weed ... ..	2		
Organs and Organ Work... ..	5		
Ornaments for Uniform Clothing ( <i>except Gold, Silver, or Plated</i> ) ... ..	3		



	Class		Class
Pickaxes ... ..	2	Plumbago ... ..	2
Pickblocks or Pickheads, <i>iron or steel</i> ... ..	1	Plumbago Ore ... ..	1
Picker Bends ... ..	2	Plush, <i>Silk</i> ... ..	5
Pickles ... ..	3	Polishing Paste ... ..	2
Pictures ... ..	5	Porcelain ... ..	5
Picture Frames ... ..	5	Pork, <i>in brine</i> ... ..	2
Pig Iron ... ..	B	Portmanteaus ... ..	5
Pig Lead ... ..	C	Posts, <i>iron or steel, for wire fencing</i> ...	C
Pine Apples ... ..	5	Potatoes, <i>in bulk or in sacks</i> ...	C
Pins, <i>Metal</i> ... ..	3	Potaherds ... ..	B
Pipe Clay ... ..	C	Poultry Pens ( <i>wire</i> ), <i>folded</i> ...	2
Pipes, <i>Draining, common, for agricultural draining</i> ...	B	Poultry, <i>dead</i> ... ..	4
Pipes, <i>Air, for ventilators</i> ...	1	Powder Flasks ... ..	3
Pipes for Blast Furnaces, <i>iron or steel</i> ... ..	1	Preserves ( <i>Fish, Fruit, Meat, and Provisions</i> ), <i>except otherwise herein provided, in casks, boxes, or cases</i> ...	2
Pipes, <i>iron or steel (exclusive of Rain Water Pipes), Gas, Water, Air, and Steam</i> ... ..	1	Preserves ( <i>Fish, Fruit, Meat, and provisions</i> ), <i>except otherwise herein provided, in crates or baskets</i> ...	3
Pipes, <i>brass and copper</i> ... ..	4	Preserves ( <i>Fish, Fruit, Meat, and Provisions</i> ), <i>except otherwise herein provided, in jars, packed</i> ...	4
Pipes, <i>Smoking</i> ... ..	4	Preserved Ginger ... ..	4
Pistols ... ..	4	Printed Matter, <i>not bound</i> ...	3
Piston Rods, <i>steel</i> ... ..	2	Provender, <i>green</i> ... ..	1
Pit Cages ... ..	2	Provender, <i>Horse or Cattle, hydraulic or steam press-packed</i> ...	1
Pitch ( <i>Coal Tar</i> ), <i>in blocks</i> ...	B	Provender, <i>Horse or Cattle, except otherwise herein provided</i> ...	4
Pitch, <i>except otherwise herein provided</i> ... ..	C	Puddled Bars, <i>iron</i> ... ..	C
Plaiting Machines, <i>in parts, packed</i> ...	4	Pulley Blocks ... ..	3
Plaiting Machines, <i>fitted up, packed</i> ...	5	Pulleys ... ..	3
Plants and Shrubs, <i>in baskets, mats, pots, or tubs</i> ... ..	5	Pumice Stone ... ..	1
Plants, <i>not in pots, except otherwise herein provided</i> ... ..	3	Pumping Machines ... ..	1
Plaster ... ..	C	Pumps and Pump Castings, <i>in cases</i> ... ..	2
Plaster Stone, <i>in lumps, unground</i> ...	B	Pumps and Pump Castings, <i>except otherwise herein provided</i> ...	3
Plaster Slabs, <i>fibrous</i> ... ..	1	Punching Bears ... ..	1
Plated Goods ... ..	4	Putty ... ..	1
Plates, <i>black, iron or steel</i> ... ..	1	Pyrites, <i>except otherwise herein provided</i> ...	C
Plates for Glass Rolling, <i>iron or steel</i> ... ..	1	Quarls ... ..	B
Plates ( <i>Door</i> ) ... ..	3	Quicks, <i>except otherwise herein provided</i> ...	3
Plates, <i>iron, enamelled</i> ... ..	3	Quicksilver ... ..	5
Plough Arm and Share Moulds and Moulding, <i>iron or steel</i> ...	1	Quills ... ..	5
Plough Bodies, Breasts, Colters, Side-Caps, Frames, and Rests, <i>iron or steel</i> ... ..	2	Rabbit Fur, or Hatters' Wool ...	3
Plough Plates, <i>iron or steel, in the rough</i> ... ..	C	Rabbits, <i>dead</i> ... ..	4
Plough Plates, <i>finished, iron or steel</i> ...	1	Rags ( <i>not oily</i> ) ... ..	1
Plough Shares, <i>iron or steel, in the rough</i> ... ..	C	Rags, <i>pulled</i> ... ..	3
Plough Shares, <i>finished, iron or steel</i> ... ..	1	Rails, <i>iron or steel</i> ... ..	C
Plough Shafts, <i>tube iron or tube steel</i> ... ..	2	Railway Buffers, Buffer Heads, Rods, and Sockets, <i>iron or steel</i> ...	1
Plough Slades and Wheels, <i>iron or steel</i> ... ..	1	Railway Carriage and Waggon Work, <i>iron or steel</i> ... ..	1

	Class		Class
Railway Carriage Bodies ...	2	Roof-work, iron or steel, viz. :—	
Railway Waggon Bodies, fitted to- gether ...	2	Gutters ...	C
Railway Chairs ...	C	Bed Plates ...	C
Railway Cotters ...	C	Sky Bars ...	C
Railway Fish Plates ...	C	Wind Ties ...	C
Railway Keys, wooden ...	C	Principals ...	C
Railway Points, Crossings, or Joints ...	C	Purlins ...	C
Railway Sleepers, iron or steel ...	C	Ropes ...	2
Railway Waggon and other Rail- way Vehicles (except otherwise herein provided), loaded in other Waggon ...	C	Ropes, Old, for Paper-making ...	C
Railway Springs ...	1	Rosin ...	1
Railway Spring Steel ...	1	Rotten Stone ...	1
Railway Cards and Tickets ...	3	Rugs, Hearth, except Skin ...	3
Railway Carriage Keys ...	3	Sacks ...	2
Railway Waggon Brasses ...	3	Sad Irons ...	2
Rain Water Pipes, for Spoutings and their connections, cast iron	2	Saddlery ...	4
Raisins ...	2	Saddletrees ...	3
Raspberries ...	4	Salt, in bulk, in Trader's Trucks ...	B
Red Lead ...	1	Salt Cake ...	C
Red and Purple Ore ...	B	Salt, packed ...	C
Reed Webbing, for Ceilings ...	2	Saltpetre ...	1
Reeds and Rushes ...	5	Safes, iron or steel ...	2
Reels, for Garden Hose ...	3	Sago ...	2
Reflectors, glass, with metal backs	5	Sago Flour ...	2
Refrigerators ...	3	Salammoniac ...	2
Rennett ...	3	Sand, common, in bulk, except other- wise herein provided ...	B
Retorts, Retort Lids, and Retort Mouthpieces, iron or steel ...	C	Sand, glass and silver ...	C
Retorts, clay ...	1	Sand Plates, open cast, iron ...	C
Retorts, glass ...	5	Sanitary Tubes, except otherwise herein provided ...	C
Ribbons ...	5	Sanitary Tubes, above 6 inches in diameter ...	1
Rice ...	1	Sauces ...	3
Rice Flour ...	1	Sausages and Saveloys ...	4
Rick Poles and Covers ...	3	Sawdust ...	C
Rifles ...	4	Scale Beams and Scales ...	3
Ridges (cement or stone), for roofing	C	Scoops, iron or wood ...	3
Ridges, Slate ...	C	Scouring Rock ...	C
Rivetting Machines ...	1	Scrap Iron and Scrap Steel (Light), such as Old Hoops and Cotton Ties, not packed, Old Wire, Pans and Pots, and other old articles having been manufactured out of Sheet or Hoop Iron or Wire, Sheet Iron and Tin Plate Clippings, Shearings and Stampings ...	1
Rivets, iron or steel ...	C	Scrap Iron, Heavy ...	C
Road Scraping and Road Sweep- ing Machines ...	3	Scrap Tin ...	2
Rock Crystal ...	3	Scrap Zinc ...	2
Rock Salt ...	B	Screw Jacks, iron ...	1
Rocking Horses ...	5	Screw Jacks (except iron) ...	3
Rod Lead ...	1	Screws, iron, brass, copper, or zinc	3
Rods, common, iron ...	C	Screws, Table-expanding ...	3
Rollers, Garden or Hand ...	1	Screw Propellers and Blades ...	2
Rollers, Type Printers' ...	4	Scrows ...	2
Rollers, brass or copper ...	5	Scythe Blades ...	3
Rolls, iron ...	2	Scythe Sneds or Handles ...	3
Roof-work, iron or steel, viz. :—		Scythe Stones ...	1
Rafters ...	C		
Struts and Ties, or Tie Rods ...	C		
Tun Shoes for Principals ...	C		

	Class		Class
Scythes ... ..	3	Shumac Liquor ... ..	2
Sealing Wax ... ..	3	Shumac ... ..	1
Seal Pipes or Valves, <i>iron or steel</i> ...	1	Shutters, <i>Revolving</i> , wooden ...	3
Seal Skins ... ..	4	Shuttles ( <i>Weavers</i> ) ... ..	3
Seal Skins, <i>made into articles of</i> <i>wearing apparel</i> ... ..	5	Silicate Cotton or Slag Wool ...	2
Seaweed, <i>edible</i> ... ..	3	Silicate of Soda ... ..	1
Seaweed ( <i>dry</i> ), or Alga Marina ...	2	Silk ... ..	5
Seeds, <i>for crushing for Oil</i> ...	C	Silver Ore ... ..	3
Seeds, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	4	Silver Precipitate... ..	5
Semolina ... ..	2	Sink Traps, <i>earthenware or fireclay</i>	1
Sewing Machines, <i>in parts, packed</i>	4	Sinks, <i>earthenware or fireclay</i> ...	1
Sewing Machine Stands ... ..	4	Sinks, <i>enamelled</i> ... ..	3
Sewing Machines, <i>fitted up, packed</i>	5	Sinks, <i>cast iron, not enamelled</i> ...	2
Shafts of Screw Propellers or Paddle Wheels, <i>iron or steel</i> ...	C	Size, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	2
Shafts ( <i>cart</i> ) ... ..	3	Skates ... ..	3
Shafts, <i>Gig, Carriage, or Dog Cart</i>	4	Skewers, <i>iron or wood</i> ... ..	3
Shavings, wood ... ..	3	Skid Pans, or Waggon Slippers, <i>iron</i> ... ..	1
Shears, <i>Garden and Sheep</i> ...	3	Skimmings, <i>Flux, Lead, Tin, and</i> <i>Zinc</i> ... ..	C
Sheep Dipping Powder ... ..	1	Skins, <i>Hare and Rabbit</i> ... ..	3
Sheep Racks ... ..	4	Skins, <i>fine, including Deer, Fox,</i> <i>Kid, Musquash, and Nutria</i> ...	4
Sheep Wash ... ..	1	Slates, <i>common</i> ... ..	B
Sheepskins ... ..	3	Slack ... ..	A
Sheet Iron and Iron Sheets ...	1	Slag or Scoria ( <i>Blast Furnace</i> ) ...	A
Sheet Lead ... ..	1	Slate, <i>ground (for cement)</i> ...	C
Sheet Steel ... ..	3	Slate Beds of Billiard Tables ...	4
Shellac ... ..	3	Slate Pencils ... ..	2
Shells ... ..	3	Slate Slabs ... ..	3
Ships' Blocks ... ..	3	Slates, <i>writing</i> ... ..	2
Ships' Frames, <i>Stern or Rudder</i> ...	2	Slummage... ..	C
Ships' Logs, <i>Metal</i> ... ..	3	Snuff ... ..	4
Ships' Masts ... ..	2	Snuffers, <i>iron or steel</i> ... ..	3
Ships' Plates, <i>iron or steel</i> ...	C	Soap ... ..	1
Ships' Sails, <i>finished</i> ... ..	3	Soapstone ... ..	C
Ships' Ventilators ... ..	2	Soda ... ..	C
Shirts, <i>Cotton and Linen</i> ...	4	Soda Ash ... ..	C
Shoddy ... ..	2	Solder ... ..	1
Shoe Horns and Pegs ... ..	3	Sole Bars, <i>wooden</i> ... ..	C
Shoe Tips, <i>iron or steel</i> ...	1	Soot ... ..	C
Shoes, including Goloshes, and Leather cut into shoe shapes, <i>in casks, cases, or boxes</i> ...	3	Spade Trees ... ..	2
Shoe Belts ... ..	3	Spades and Shovels, <i>iron or steel</i>	2
Shoes, including Goloshes and Leather cut into shoe shapes, <i>except otherwise herein provided</i>	5	Spades and Shovels, <i>wooden</i> ...	4
Shoemakers' Wax ... ..	2	Spanners ... ..	3
Shot, <i>lead</i> ... ..	2	Spar, <i>in the rough, in bulk</i> ...	B
Shovel Plates, <i>iron or steel, in the</i> <i>rough</i> ... ..	C	Spar, <i>ground</i> ... ..	C
Shovel Plates, <i>iron or steel, finished</i>	1	Spelter, <i>in plates or ingots</i> ...	1
Show Cards ... ..	4	Spelter Sheets, <i>in casks or cases</i> ...	1
Show Tablets, <i>Metal, enamelled</i> ...	3	Spelter Sheets, <i>except otherwise</i> <i>herein provided</i> ... ..	2
Show Cases for Shops, <i>glass and</i> <i>woodwork</i> ... ..	5	Spetches ... ..	2
Shrubs and Trees, <i>except otherwise</i> <i>herein provided</i> ... ..	4	Spiegeleisen ... ..	C
		Spile Pegs ... ..	2
		Spindles ... ..	4
		Spirits, <i>in casks or cases</i> ...	3
		Spirits, <i>except otherwise herein pro-</i> <i>vided</i> ... ..	5

	Class		Class
Spittoons, <i>iron</i> ... ..	3	Strickles ... ..	3
Splints, <i>wood, for Matches</i> ...	3	Strips, <i>iron</i> ... ..	1
Sponges ... ..	5	Stucco, <i>ground</i> ... ..	C
Spoutings and Connections, <i>iron</i>		Studs, <i>iron or steel</i> ... ..	1
<i>or steel</i> ... ..	2	Sugar Scum, <i>for Manure</i> ...	B
Spring Balances ... ..	3	Sugar ( <i>Lump</i> ) ... ..	3
Springs, <i>Chair, Sofa, Mattress,</i>		Sugar, <i>except otherwise herein pro-</i>	
<i>Door, Carriage, Cart, or Tramcar</i>	3	<i>vided</i> ... ..	1
Stable Fittings ( <i>except enamelled,</i>		Sugar Mills ... ..	2
<i>iron or steel</i> ... ..	2	Sugar Nippers ( <i>except Gold, Silver,</i>	
Stable Fittings and Mangers,		<i>or Plated</i> ) ... ..	3
<i>iron, enamelled</i> ... ..	3	Sulphate of Alumina ... ..	C
Stag Horns, ... ..	4	Sulphate of Ammonia ... ..	C
Stair Rods ... ..	3	Sulphate of Copper ... ..	1
Standards for Hurdles, <i>iron or steel</i>	1	Sulphate of Iron ... ..	C
Stannite of Potash ... ..	2	Sulphate of Lime... ..	C
Stannite of Soda ... ..	2	Sulphate of Potash ... ..	C
Staples, <i>iron</i> ... ..	1	Sulphate of Soda ... ..	C
Staples ( <i>Wire</i> ), <i>not for Bookbinders</i>	3	Sulphur, <i>crude or manufactured</i> ...	C
Starch ... ..	3	Sulphur, <i>except otherwise herein pro-</i>	
Stationery, <i>except otherwise herein</i>		<i>vided</i> ... ..	1
<i>provided</i> ... ..	3	Sulphur Ore ... ..	C
Stays, <i>Cotton</i> , ... ..	4	Summer Houses ... ..	5
Steam Excavators or Steam		Surgical Instruments ... ..	5
<i>Navvies</i> ... ..	2	Swing Boats and Hobby Horses	4
Steam Gauges, ... ..	4	Syringes ( <i>Garden</i> ) ... ..	3
Steam Hammers ... ..	1	Syrup, <i>in casks</i> ... ..	1
Stearine ... ..	1	Syrup, <i>in cases, in tins in baskets,</i>	
Steel, <i>Bars and Bundles</i> ... ..	2	<i>or in stone bottles packed in crates</i>	
Steelyards... ..	3	<i>or hampers</i> ... ..	3
Stereotype Casts ... ..	4	Tables, <i>cast iron or cast steel</i> ...	4
Sticks, <i>Pea and Bean</i> ... ..	C	Tacks ... ..	3
Still, <i>iron</i> ... ..	3	Talc ... ..	3
Still, <i>copper</i> ... ..	4	Tallow ... ..	1
Stirrups ... ..	3	Tamarinds ... ..	2
Stone, <i>in the rough state, building,</i>		Tan or Spent Bark ... ..	B
<i>pitching, paving, kerb, or flag</i> ...	B	Tank Plates, <i>iron or steel</i> ...	1
Stone and Undressed Material, <i>for</i>		Tanks ... ..	4
<i>the repair of roads</i> ... ..	B	Tap or Mill Cinder and Hammer	
Stone, <i>sawn or roughly wrought up,</i>		<i>Scale</i> ... ..	B
<i>such as Troughs or Sinks</i> ... ..	C	Taper Holders, <i>Metal</i> ... ..	3
Stone, <i>carved, for building purposes,</i>		Tapioca ... ..	2
<i>except otherwise herein provided</i>	2	Tapioca Flour ... ..	2
Stone, <i>decorative, carved (for deco-</i>		Taps, <i>brass or wood</i> ... ..	3
<i>rating the interior of Buildings)</i>	4	Targets, <i>iron or steel</i> ... ..	1
Stone Cutting and Crushing Ma-		Tarpaulings ... ..	2
<i>chines</i> ... ..	1	Tartaric Acid ... ..	4
Stone Blue ... ..	3	Tea ... ..	3
Stoves, <i>Gas or Oil</i> ... ..	3	Teazles ... ..	5
Stoves, <i>Fireclay Tile</i> ... ..	4	Telegraph Instruments ... ..	5
Straw, <i>hydraulic or steam press-</i>		Telegraph Posts, <i>iron or steel</i> ...	1
<i>packed</i> ... ..	1	Telegraph Stores, viz. :—	
Straw, <i>except otherwise herein pro-</i>		Loop Rods ... ..	C
<i>vided</i> ... ..	4	Stay Tighteners ... ..	C
Straw Goods, <i>including Straw Hats</i>		Stay Rods ... ..	C
<i>and Straw Bonnets</i> ... ..	5	Screw Tighteners ... ..	C
Straw Plait ... ..	5	Earth Plates ... ..	C
Strawberries ... ..	4	Bolts and Nuts ... ..	C
Strawboards ... ..	3		

	Class		Class
Telegraph Stores, viz. :—		Tow Waste, <i>except otherwise herein provided</i> ... ..	3
Blacked Iron ( <i>cast</i> ) Ridge Chairs	C	Toys ... ..	4
Malleable Cast Iron Brackets...	C	Traps, <i>Sink and Stench</i> , iron ...	1
Iron Pole Roofs or Caps ...	C	Traps, <i>Vermis</i> ... ..	3
Telegraph Stores, viz. :—		Traps, <i>Sink</i> , brass or copper ...	3
Wrought Iron Double Swivels	1	Trays, iron or steel ... ..	3
Malleable Cast Iron Double		Treacle ... ..	1
Wall Brackets ... ..	1	Trenails ... ..	C
Malleable Cast Iron Saddles ...	1	Tricycles and Velocipedes ...	5
Telephone Apparatus ... ..	5	Trivets, iron or steel ... ..	3
Telescopes ... ..	5	Troughs, earthenware and fireclay	C
Terra Alba ... ..	C	Troughs, <i>Bakers'</i> , wooden ...	3
Terra Cotta Blocks and Bricks ...	C	Troughs, <i>Cattle and other</i> , iron or	
Terra Cotta Caps or Stoppers ...	1	steel ... ..	3
Terrets ... ..	3	Trouser-stretchers, iron or steel ...	3
Thermometers ... ..	5	Trowels ... ..	3
Thimbles ( <i>except Gold, Silver, or</i>		Trunks ... ..	5
<i>Plated</i> ) ... ..	3	Tubes, iron or steel, <i>except electro-</i>	
Tiles, <i>Draining</i> , common ... ..	B	<i>coppered or coated with brass</i> ...	1
Tiles, Garden Edging ( <i>earthenware,</i>		Tubes, <i>electro-coppered</i> ... ..	2
<i>cement, or fireclay</i> ), and Roofing,	C	Tubes, <i>coated with brass</i> ... ..	2
Ridge, and Paving ... ..		Tubes ( <i>Steam</i> ), brass or copper ...	2
Tiles, <i>Encaustic and Tesselated</i>		Tubes, tin and zinc ... ..	4
( <i>common</i> ) ... ..	1	Tubing, brass or copper, <i>except</i>	
Tiles ( <i>Roofing</i> ), iron, painted, gal-		<i>Steam Tubes</i> ... ..	4
<i>vanised, or enamelled</i> ... ..	1	Tubs, iron or wood ... ..	3
Tiles, Art ... ..	4	Tubs, <i>washing</i> ... ..	3
Timber and Deals, <i>actual machine</i>		Tue Irons ... ..	3
<i>weight</i> ... ..	1	Turf ... ..	B
Timber and Deals, <i>measurement</i>		Turmeric ... ..	2
<i>weight</i> ... ..	2	Turnery Ware ... ..	3
Tin, in blocks, cakes, or ingots	2	Turnips ... ..	C
Tin Crystals ... ..	4	Turntables, in parts ... ..	C
Tin Ore ... ..	1	Turtle ... ..	5
Tinfoil ... ..	2	Twine ... ..	3
Tin Plates ... ..	1	Type ... ..	3
Tinware ... ..	5	Tyres and Tyre Bars, iron or	
Tin Liquor ... ..	2	steel ... ..	C
Tip Iron, under $\frac{1}{8}$ of an inch	1	Ultramarine ... ..	5
Tip Iron, $\frac{1}{8}$ ths of an inch or up-		Umbel ... ..	C
<i>wards</i> ... ..	3	Umbrella Sticks, in the rough ...	2
Tips, <i>Brassed (for Boot Heels)</i> ...	3	Umbrella Sticks, <i>except otherwise</i>	
Toasting Forks, iron or steel ...	3	<i>herein provided</i> ... ..	4
Tobacco, <i>manufactured, except</i>		Umbrella Fittings ... ..	3
<i>Cigars and Cigarettes</i> ... ..	4	Umbrella Stretchers ... ..	3
Tobacco Boxes, Metal ... ..	3	Umbrellas... ..	4
Tobacco Juice, in casks ... ..	2	Valonia ... ..	1
Tobacco Juice, <i>except otherwise</i>		Valves, Gas or Water, iron or	
<i>herein provided</i> ... ..	3	steel ... ..	1
Tobacco Stoves or Presses ...	2	Valves, brass ... ..	3
Tobacco, Leaf ... ..	3	Vans ( <i>Commercial Travellers'</i> ) ...	4
Tomatoes ... ..	4	Varnish ... ..	3
Tools, <i>Carpenters', Coopers', Edge,</i>		Vaseline ... ..	3
<i>Joiners', and Masons'</i> ... ..	3	Vats ... ..	4
Tools, <i>Wellboring and Pitboring</i>	2	Vegetable Tar ... ..	C
Torchwick... ..	2	Vegetables, in brine ... ..	1
Tortoiseshell ... ..	5		
Tow ... ..	3		
Tow Waste, for Paper-making ...	2		

	Class		Class
Vegetables, desiccated, for cattle food ... ..	1	Window Guards, iron ... ..	1
Vegetables, except otherwise herein provided ... ..	2	Window Frames, iron ... ..	3
Vegetable Ivory ... ..	3	Window Shutters, iron or steel ...	2
Vegetable Wax ... ..	2	Wines, in casks or cases ... ..	3
Velvet and Velveteen ... ..	5	Wines, except otherwise herein provided ... ..	5
Veneers ... ..	4	Wire Iron, rolled (not drawn), in rods or coils ... ..	C
Venison ... ..	4	Wire (of iron), undamageable, not packed ... ..	C
Ventilators, except otherwise herein provided ... ..	5	Wire, iron, tinned or galvanised ...	1
Verdigris ... ..	4	Wire, iron, except otherwise herein provided ... ..	2
Vermicelli ... ..	3	Wire, steel, not bright, not needle ...	2
Vices, iron or steel ... ..	2	Wire, copper or brass ... ..	3
Vinegar, in casks ... ..	1	Wire, iron, dipped in a solution of copper ... ..	3
Vinegar, except otherwise herein provided ... ..	3	Wire, bright or needle ... ..	4
Waggon Bodies, in pieces, bound together ... ..	1	Wire, insulated ... ..	4
Walking Sticks, in the rough ... ..	2	Wire Gauze ... ..	4
Walking Sticks, except otherwise herein provided ... ..	4	Wood ... ..	1
Walnuts, green, and Husks ... ..	2	Wood Fibre, hydraulic or steam press-packed ... ..	C
Warming Pans ... ..	3	Wood Pulp or Half-Stuff ... ..	C
Warps (except Silk) ... ..	4	Wood Turnings, for Fish-curing ...	C
Washers, iron or steel ... ..	C	Wooden Blocks, for paving ... ..	1
Washers, leather ... ..	2	Wood Fibre, in bales ... ..	1
Washers, brass or copper ... ..	3	Wood, Bent, rough, unfinished ...	2
Wash Leather ... ..	3	Wood, bent, except otherwise herein provided ... ..	3
Washing Powder and Paste ... ..	1	Woodwork, carved (for decorating the interior of Buildings) ...	5
Waste Paper, for Paper-making ...	C	Woodwork, for the manufacture of Pianos ... ..	5
Watch Glasses ... ..	5	Wool, dressed or carded ... ..	3
Water Meters ... ..	3	Wool, except otherwise herein provided ... ..	2
Weighing Machines, large (those used for Weighing Railway or other Vehicles, and also Cattle) ...	2	Woollen and Worsted Goods, except otherwise herein provided ...	4
Weighing Machines, small (those used for weighing packages and goods) ... ..	3	Yarns, Twist, and Weft (except Silk) ... ..	3
Weights, brass ... ..	3	Yeast ... ..	4
Weights, iron ... ..	1	Yellow or Persian Berries ... ..	3
Whalebone ... ..	4	Yellow Metal Bolts and Nails ...	2
Wheelbarrows, in parts ... ..	1	Yellow Metal Plates and Sheathing ... ..	1
Wheelbarrows ... ..	3	Yolk of Eggs ... ..	5
Wheels, Cart and Plough, iron or steel ... ..	1		
Wheels, Cart, Coach, and Carriage ...	4	Zinc Ashes ... ..	C
Wheels, Fly and Spur ... ..	1	Zinc, Carbonate of (Calamine) ...	C
Wheels, Rudder or Steering ... ..	4	Zinc Bars ... ..	2
Wheels, Wheelbarrow, iron or steel ...	1	Zinc Ingots or Plates ... ..	1
Whetstones ... ..	3	Zinc Ore ... ..	B
Whiting and Whitenig ... ..	C	Zinc Sheet or Ridges ... ..	2
White Lead ... ..	1	Zinc-White, or Oxide of Zinc ...	1
Winches, Hand ... ..	1		
Winches, Steam ... ..	3		

## APPENDIX.

## CANALS AND NAVIGATIONS.

## RULES.

*Made under the Provisions of the Railway and Canal Traffic Act, 1888, so far as regards Canals and Navigations made under, or on which tolls are levied by, authority of Parliament.*

## ARRANGEMENT AND CONTENTS.

*Proposed Classification and Schedule.*

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## FORMS.

- No. 1. Proposed classification of merchandise traffic, and schedule of maximum rates, tolls, dues, and charges.
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Section 36 of the Act provides that the foregoing provisions (amongst others) shall, so far as applicable, apply to every canal company, and to every railway and canal company, and that in the foregoing section the expression "railway company" shall include a canal company and railway and canal company, and the expression "railway" shall include a canal, and the expression "rate" shall include tolls and dues of every description chargeable for the use of any canal or by any canal company.

The term "canal company" includes any person being the owner or lessee of, or working or entitled to charge tolls for the use of, any canal in the United Kingdom constructed or carried on under the powers of any Act of Parliament (36 and 37 Vict., cap. 48, sect. 3).

The term "canal" includes any navigation which has been made under or upon which tolls may be levied by authority of Parliament, and also the wharves and landing places of and belonging to such canal or navigation and used for the purposes of public traffic (36 and 37 Vict., cap. 48, sect. 3).

The term "person" includes a body of persons corporate or unincorporate (36 and 37 Vict., cap. 48, sect. 3).

N.B.—*It is desirable that all memorials, objections, and other documents should be printed.*

*In any case they should be on paper of foolscap size, written or printed on one side of the paper only, and with a quarter margin.*

[N.B.—The Rules will apply to every canal company as above defined, that is, to every person being the owner or lessee of, or working, or entitled to charge tolls for the use of any canal or navigation constructed or carried on under any Act of Parliament: and the expression "company" in the Rules includes any such person.]

### *Proposed Classification and Schedule.*

1. The revised classification of merchandise traffic and revised schedule of maximum rates, tolls, dues, and charges applicable thereto to be submitted by every canal company to the Board of Trade under the Act (in these rules referred to as "the proposed classification and schedule") shall be, as far as practicable, in the Form No. 1 in the Appendix, with such variations as circumstances may require. There shall be fully stated in the proposed classification and schedule, amongst other things—

(a.) The nature and amounts of all terminal charges proposed



to be authorised in respect of each class of traffic, and the circumstances under which such terminal charges are proposed to be made.

- (b.) As far as practicable, the existing maximum rates, tolls, and dues which the company are authorised to charge and levy for the goods mentioned in the classification, stating in each case the authority for making and levying the rate, toll, or due.
- (c.) As far as practicable, the existing terminal charges in respect of the several classes of traffic, showing in each case the authority for making the charge.

2. The proposed classification and schedule shall be submitted to the Board of Trade as soon as may be after the date of these Rules. It shall be in print, and must be printed on one side only of the page of paper, so as to leave the back of the page blank. Three printed copies must be transmitted to the Board of Trade, one of which must be sealed with the seal of the company and signed by the secretary or principal officer if the company has no secretary. If the company has no seal that fact must be stated, and the copy signed by the company's secretary or principal officer if there is no secretary. At the end of the proposed classification and schedule, or on some conspicuous part of the print thereof, a notice must be inserted stating that objections are to be made by notice of objection addressed and sent by post to the Board of Trade, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888," and that the notice of objection is to be sent to the Board of Trade within eight weeks from the date of the first advertisement of the submission of the proposed classification and schedule.

3. Where the company are unable to set out in the proposed classification and schedule statements of the existing maximum rates, tolls, and dues, and the existing terminal charges in respect of the several classes of traffic mentioned in the proposed classification and schedule, the company shall transmit with the proposed classification and schedule a printed statement, made out in a tabular form, showing, as far as practicable, the existing maximum rates, tolls, and dues for merchandise traffic which the company are authorised to charge and levy, and the existing terminal charges, showing the authority for each of them. Where the statement cannot be made out in a tabular form, the several rates, tolls, dues,

and terminal charges must be set out against the items or groups of items. Three printed copies must be sent.

4. With the proposed classification and schedule there must also be sent three printed copies of the following :

- (a.) A statement and map showing the lines of canal to which the proposed classification and schedule are to apply, specifying with respect to each line of canal whether it is owned, leased, or worked, or partly owned, leased, or worked by the company.
- (b.) A statement setting forth all the cases in which the company have been authorised to demand and receive any special rates, tolls, or charges in respect of any canals, stations, aqueducts, tunnels, or other works.
- (c.) A statement of the names of the several newspapers in which the company propose to advertise that the proposed classification and schedule have been submitted.

5. (1.) The company shall, within one week from the date of the submission to the Board of Trade of the proposed classification and schedule, publish advertisements of the fact that a proposed classification and schedule have been submitted to the Board of Trade—

- (a.) In the London, Edinburgh, or Dublin Gazette, according as the line of canal or navigation affected is situate or partly situate in England, Scotland, or Ireland.
- (b.) In such newspapers circulating in the districts served by the company's system as the Board of Trade may in each case approve, or, in default of such approval, as the chairman or principal officer of the company shall select.
- (c.) At every toll collection office on the company's system.

The advertisement shall be in the Form No. 2 in the Appendix, with such variations as circumstances may require, and there shall be set out therein, amongst other things, the following statements :

- (d.) That anyone wishing to raise objections to the proposed classification and schedule may forward by post a notice of objection to the Board of Trade in the prescribed form, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888," on or before the expiration of eight weeks from the date of the first advertisement.

- (e.) The date on which the term of eight weeks expires.
- (f.) That every objector must at the same time that he forwards his notice of objection to the Board of Trade transmit to the secretary or principal officer of the company at its principal office a copy of the notice of objection.
- (g.) That printed copies of the proposed classification and schedule can be obtained at the price of one shilling at the principal office of the company, or on application to the principal toll collector at, or person in charge of, any toll collection office.

6. Each advertisement at a toll collection office shall be printed in large type, and posted in a conspicuous place in the office.

7. Printed copies of the proposed classification and schedule shall be kept at the principal office of the company, for sale to any applicant, and shall be obtainable from the principal toll collector at, or person in charge of, any toll collection office, at the price of one shilling per copy.

8. The company shall, with the proposed classification and schedule, transmit to the Board of Trade the sum of 50*l.*, which may be paid by a cheque for that sum drawn by the company, and payable to an assistant secretary of the Board of Trade. This fee will not necessarily cover the costs of all inquiries and other matters arising upon the settlement of the classification and schedule, and the company may be required to defray any expenses incurred by the department which are not covered by the said sum of 50*l.*

#### *Objections.*

9. Every objection must be submitted to the Board of Trade by a notice of objection in writing or print. Form No. 3 shall be used, with such variations as circumstances shall require.

10. Every notice of objection shall be signed by the person making the objection, or where the objection is by a company or body or association of persons, by some person or persons on behalf of the company, body, or association, and shall state a postal address to and at which notices may be served or communications addressed to the objector or objectors.

11. Every notice of objection shall be transmitted by post to the Board of Trade within eight weeks from the date of the first

advertisement of the submission of the classification and schedule to the Board of Trade, and there shall be marked on the outside of the cover enclosing each notice of objection "Railway and Canal Traffic Act, 1888".

12. A copy of every notice of objection must at the same time be sent to the company affected thereby, by prepaid letter, addressed to the secretary or other principal officer of the company at its principal office.

13. Every notice of objection shall state clearly and as concisely as possible, by reference to the proposed classification and schedule, the precise portion of the classification or schedule objected to, and the grounds of objection.

14. At such time after the expiration of eight weeks from the date of the first advertisement of the submission of the proposed classification and schedule to the Board of Trade, a time and place shall be appointed by the Board of Trade for disposing of the objections which have been duly lodged with the Board of Trade, notice whereof shall be given by post to the secretary or other principal officer of the company, and to each objector at the address mentioned in the notice of objection.

15. If any objector or the company fails or fail to attend at the time appointed for disposing of objections, the Board of Trade may proceed to dispose of the matter in the absence of any of the parties interested, or may adjourn the hearing of the matter.

*Miscellaneous.*

16. The time for doing any act required by these Rules to be done may be extended by the Board of Trade, notwithstanding that the time prescribed for doing the act may have expired, and the Board of Trade may, if they think fit, in any special case dispense with the performance by the company or any objector of any act required to be done under these Rules.

17. In these Rules, unless the context otherwise requires—

"The Act" means the Railway and Canal Traffic Act, 1888.

Words importing the singular number include the plural number, and words referring to persons shall be deemed to refer by that expression to corporations and bodies of persons.

"Station" means any place on a canal where tolls and dues are levied.

## APPENDIX.

## FORMS.

No. 1.—*Proposed Classification of Merchandise Traffic on Canals, and revised Schedule of Maximum Rates, Tolls, Dues, and Charges applicable thereto.*

## INSTRUCTIONS.

1. If the existing maximum rates and tolls in respect of the various items in any class cannot be easily tabulated, such rates and tolls should be set out against each item or group of items.

2. In the case of each class of traffic the company should state the amount of the terminal charges proposed to be authorised, specifying closely the various services in respect of which such charges are to be made, the amount intended to be charged for each service, and the amounts at present charged.

## I.—MINERAL TRAFFIC.

## CLASS A.

[Set out List of Articles.]

## MAXIMUM TOLLS, DUES, AND TERMINAL CHARGES.

Proposed Maximum Tolls and Dues.			Proposed Maximum Terminal Charges.		Observations.	Existing Maximum Tolls and Dues.	Existing Terminal Charges.	Observation .
For first miles, or any part of such distance.	For next miles, or any part of such distance.	For next miles, or any part of such distance.	Nature of Charge.	Amount of Charge.				
<p>The adoption of a system of graduated rates in this table is not to be taken as an intimation that such a system or mode of charging is prescribed by the Board of Trade.</p>								

MAXIMUM RATES AND TERMINAL CHARGES.

Proposed Maximum Rates.			Proposed Maximum Terminal Charges.		Observations.	Existing Maximum Rates.	Existing Terminal Charges.	Observations.
For first miles, or any part of such distance.	For next miles, or any part of such distance.	For next miles, or any part of such distance.	Nature of Charge.	Amount of Charge.				
<p>The adoption of a system of graduated rates in this table is not to be taken as an intimation that such a system or mode of charging is prescribed by the Board of Trade.</p>								

CLASS B.

[Set out list of Articles.]

[Tables as above.]

[N.B.—This classification to be continued for the different classes of goods traffic.]

ANIMAL CLASS.

EXCEPTIONAL ARTICLES.

REGULATIONS AS TO MERCHANDISE TRAFFIC.

No. 2.—*Advertisement.*

THE RAILWAY AND CANAL TRAFFIC ACT, 1888.

PROPOSED REVISION OF RATES, TOLLS, AND CHARGES FOR MERCHANDISE TRAFFIC.

[Name of Company.]

Notice is hereby given that, pursuant to the Railway and Canal Traffic Act, 1888, this company has submitted to the Board of

Trade a proposed revised classification of merchandise traffic and revised schedule of maximum rates, tolls, dues, and charges applicable thereto, proposed to be charged by this company; and that in such proposed classification and schedule there are stated the nature and amounts of all terminal charges proposed to be charged in respect of each class of traffic, and the circumstances under which the terminal charges are proposed to be made.

Printed copies of the proposed classification and schedules can be obtained at the price of 1s. at the principal office of the company [*here state the address*], or on application to the principal toll collector at, or person in charge of, any of the company's toll collection offices.

Anyone wishing to raise any objection to the proposed classification and schedule may forward, by post, a notice of objection to the Board of Trade, marked on the outside of the cover enclosing it "Railway and Canal Traffic Act, 1888".

Notices of objection must be transmitted to the Board of Trade so as to reach there on or before the expiration of eight weeks from the                      day of

Every objector must at the same time transmit to the secretary [or *principal officer*] of the company at its principal office [*here state the address*] a copy of the notice of objection, otherwise the objection will be liable to be dismissed without being heard.

Due notice will be given of the time appointed for hearing and disposing of notices of objection.

Secretary.

### No. 3.—*Notice of Objection.*

#### RAILWAY AND CANAL TRAFFIC ACT, 1888.

TO THE BOARD OF TRADE:

I, the undersigned [*fill in Christian and surname of objector*], hereby give notice that I object to the parts of the proposed classification of merchandise traffic and schedule of rates, tolls, dues, and charges of the                      company set forth in the first column of the schedule to this notice, on the ground set forth in the second column of this notice, and that my address, to which all notices and communications may be sent, is [*here state address of objector in full*].

Signed

Dated the

day of

SCHEDULE.

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